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VOL. XLII., No. 15.
# The Solicitors' Journal and Reporter.
LONDON, FEBRUARY 12, 1898.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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## CURRENT TOPICS.

MR. RUBINSTEIN draws attention in another column to a matter to which we referred a fortnight ago in regard to the letter from the clerk to the Privy Council, on the strength of which the committee of the London County Council declined to recommend the application of the Land Transfer Act to London to be vetoed. The county council has no power to limit the area to which the Act shall be applied, and must either veto the order or allow the Act to come into operation as regards the whole county of London when and as soon as the Land Registry Office think fit.

IT IS UNDERSTOOD that the Incorporated Law Society intend to proceed this session with their Conveyancing Bill, which, we are glad to observe, in addition to the proposals for simplifying titles, and to certain amendments of Acts, contains a clause repealing the doctrine as to compound settlements recently laid down in *Re Tibbit's Settled Estates* (1897, 2 Ch. 149), on which we have frequently commented; and expressly confirming all instruments, receipts and other acts already executed, made, or done. We earnestly hope that this clause will pass into law; but we think it would be better to introduce the proposed amendments of the Married Woman's Property Act, 1882, and the Settled Land Acts as a separate short Bill.

THE QUEEN'S Speech does not afford an indication of very much legislation of special interest to English lawyers. There are, however, foreshadowed the reintroduction of the Criminal Evidence Bill; also a Bill to amend the Agricultural Holdings Act, 1883; an Adulteration Bill, and (as has been recently generally anticipated) a Bill "for guarding against fraud in the management of limited companies." The Criminal Evidence Bill is exempted from the proviso in the Speech "in case the time at your disposal should permit you to proceed with them"; hence it may probably be assumed that a vigorous effort will be made to pass it. Sir HERBERT STEPHEN is already in the field with an essay on "Prisoners on Oath," containing an examination of the arguments on both sides and suggestions for the settlement of the question. We hope to return to his lively pages hereafter.

One of the Probate Rules requires that every testamentary paper shall be marked (or signed) by the person proving it and by the commissioner before whom he is sworn. In complying with this rule it is a common practice for the executor and commissioner to place their signatures close against those of the testator and witnesses, and occasionally an executor who is a legatee is allowed to sign his name beneath the attestation clause, necessitating a certificate by the commissioner that the signature was written on the occasion of his being sworn, in order to prevent his legacy being at some future time disputed on the ground that he had signed as a witness. The desire has been expressed by the authorities of the Principal Probate Registry that the signatures of executors and commissioners should be kept as far as possible from the writing of the will itself, and that they should be written on the blank page or fly-sheet where there happens to be one.

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A correspondent, whose letter will be found in another column, calls attention to the discrepancy between the statement contained in our article last week, to the effect that where no defence is delivered in an action for a debt the plaintiff may enter judgment in default without order, and the paragraph in the *Annual Practice*, 1898, under ord. 27, r. 2, stating that an order is necessary. There is no doubt that the paragraph in question was correct at the time of the publication of the *Annual Practice*; for if our correspondent will look at our remarks on the subject in a former issue (*ante*, p. 2), he will see the first intimation which was given that the ambiguous passage in ord. 30, r. 1, was to be read so as to exclude the necessity for an application for leave to enter judgment in default of defence. Up to that time, we believe, no judgments in default had been entered without order since the 25th of October. Although no rule or direction was published, it appears from a statement in Mr. Stringer's pamphlet on *The Summons for Directions* (p. 21), that "instructions were received at the Judgment Office that judgments in default of defence on claims for liquidated demands under ord. 27, r. 2, were to be entered without order, and without any application for leave." Although, therefore, an order was at first considered necessary in these cases, it has now ceased to be so.

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The decision of Wright, J., in *Re Land Mortgage Bank of Florida (Limited)* (reported elsewhere) is an important recognition of the fact that it is still possible to carry out the voluntary liquidation of a company free from official interference. The company having got into difficulties, and being unable to meet its obligations under its debentures, went into voluntary liquidation, and a scheme was arranged whereby the uncalled capital was to be called up, and a part of it applied in paying a first dividend to the debenture-holders. Any surplus of the proceeds of the call was to be applied at the discretion of the liquidators for management and other expenses. It was apparently anticipated that the company would ultimately overcome its difficulties, and the scheme gave the liquidators large powers with a view to the protection of the assets. The scheme was sanctioned by the court under the Joint-Stock Arrangement Act, 1870, and in pursuance of it a trust deed was executed which bound the liquidators to the due application of the funds in their hands. It has now, however, been contended on behalf of the Board of Trade that, notwithstanding the control conferred upon the liquidators with the immediate sanction of the court, they are bound to pay into the Companies' Liquidation Account under section 15 (3) of the Companies Act, 1890, the balance of the calls in their hands as being "undistributed assets" of the company within the meaning of the section. Undistributed, of course, in a literal sense they are, but their distribution has been already duly provided for, and to have applied the section would have been to withdraw from the liquidators the discretionary power of management which the court had vested in them. Wright, J., declined, accordingly, to order the payment over of the fund.

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The licensing justices of the Strand Division adopted some time ago a resolution not to allow the transfer of a licence from one tenant to another tenant unless the first tenant had been in occupation of the house for at least twelve months. Shortly after letting a certain house to a new tenant, the owner sold the house, and the purchaser, wishing to have a person of his own choice in the house, got rid of the tenant whom he found in possession, and the new tenant in due course applied for a transfer of the licence. It was admitted that the applicant was a man of good character, and that the house was a quiet and orderly one; but because of the rule above referred to the magistrates would not listen to the merits of the case, and refused the application. A few days ago an appeal from this decision was heard at the Clerkenwell Sessions. The transfer was granted, and the appeal allowed with costs. There have, we believe, been other cases of successful appeal to the same court of an almost precisely similar nature. It can hardly be doubted, in the face of decided cases, that justices have no right to make general rules to fetter their discretion in dealing with cases which come before them. Since *Sharp* v. *Wakefield* (39 W. R. 561; 1891, A. C. 173) it is established beyond question that justices have complete discretion to grant, renew, or transfer licences; this discretion, however, must be exercised judicially, and it was plainly stated in the judgments of the House of Lords that it is improper for justices to express a general intention to deal in a certain manner with all licences, and that it is their duty to consider each individual case on its own merits. In *Reg.* v. *Justices of Walsall* (18 J. P. 757) the respondents had passed and made known a resolution that they would grant no new licences. Consequently, when the appellant applied for a new licence, they refused to even hear what he had to say. The High Court, however, held that magistrates cannot exercise the discretion reposed in them without hearing the facts and arguments which the applicant is prepared to adduce; that justices are judges to hear and determine, and they are not to determine first and hear afterwards. Accordingly a *mandamus* was granted ordering the respondents to hear the application. Again, in *Reg.* v. *Sylvester* (26 J. P. 151), the justices of Abingdon had adopted a rule not to renew the licences of any persons who refused to take out an excise licence to sell spirits. Here again it was held that refusing a renewal merely in conformity with this rule was not a proper exercise of discretion by the magistrates. Any general rules for refusing either new licences, renewals, or transfers should be made by Parliament, not by magistrates. It is quite plain that any general rule which justices can make may possibly work injustice in some particular case, and that for justices to refuse to hear a case on its merits is a denial of justice and an abuse of the wide powers entrusted to them.

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The decision of the Court for Crown Cases Reserved, last Saturday, in *Reg.* v. *Rose*, (reported elsewhere) is not of much value upon the point on which the case was stated, as the court could hardly have decided otherwise than it did without overruling many cases of very great authority. The prisoner had been indicted at the Norfolk Quarter Sessions for stealing several things from his master on different dates, and there was little evidence against him except his own alleged confession. As to some of the stolen property the alleged confession seems to have been voluntary; but as to the rest of the property it was clearly shewn in cross-examination that the confession was induced by the master telling the prisoner that it would be better for him if he told the truth. The chairman refused to withdraw any of the evidence from the jury, and the prisoner was convicted, and sentenced to two months' hard labour, and though a case was stated, bail was refused. Now, a confession to a person in authority in order to be admissible must be voluntary—that is, it must not be obtained from the prisoner by holding out to him any hope or fear, and when a master is the prosecutor it is well established that he is a person in authority. To mention but one out of many cases, *Reg.* v. *Fennell* (29 W. R. 742, 7 Q. B. D. 147) is conclusive that the words of inducement used in this case were sufficient to make the resulting confession inadmissible. The confession, however, as to some of the property, seems to have been voluntary, and therefore admissible. But as all the counts were left to the jury, and a general verdict of "guilty" given

on the whole indictment, it is obviously impossible to say how far the inadmissible evidence had acted upon the minds of the jury, and the conviction could not possibly stand. This case is, however, of some importance, especially to counsel and solicitors, because of the strong opinion which was expressed by the Lord Chief Justice as to their duty when acting for the prosecution in a criminal case. He laid it down that no counsel or solicitor ought to offer any evidence of a confession by a prisoner unless he has satisfied himself that the evidence is legally admissible; and that a prosecuting counsel, when examining a witness as to a confession said to have been made by the prisoner, ought to first shew that the circumstances attending the confession were such as to make it legally admissible. Clearly this is the fair course to the prisoner, for if it is left to cross-examination to shew that the confession was not receivable in evidence, the jury have already heard it, and it is of little practical use for the judge to tell them to disregard it; while to discharge the jury and begin again with a fresh jury—which is the only other proper course—is a most serious waste of time. The rule laid down by the Lord Chief Justice is also consistent with the impartiality which should mark the conduct of a criminal case by counsel for the Crown. As to the attitude which prosecuting counsel ought properly to assume, BLACKBURN, J., in the case of *Reg.* v. *Berens* (4 F. & F. 842) said that "it had always hitherto been the supposition in the administration of criminal justice, as a general rule, that the prosecuting counsel was in a kind of judicial position; that while he was there to conduct his case he was to do it at his discretion, but with a feeling of responsibility—not as if trying to obtain a verdict, but to assist the judge in fairly putting the case before the jury, and nothing more. At *Nisi Prius* the counsel was at liberty to try to get his client a verdict, if possible, by fair and proper means. In a court of criminal jurisdiction the counsel for the prosecution was in a different position." No doubt this is, to some extent, a counsel of perfection, and in the heat of advocacy it is difficult to be quite impartial when one's opponent is making use of every artifice on his client's behalf. This attitude ought, however, to be the aim of every prosecuting counsel, and many well-known advocates have nearly attained to it.

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IT IS a little over two years ago since considerable interest was aroused by the decision of the Court of Appeal in *Re Bell, Jeffery* v. *Sayles* (44 W. R. 99; 1896, 1 Ch. 1). Under section 22 (1) of the Conveyancing Act, 1881, the receipt in writing of a mortgagee is a sufficient discharge for any money or securities comprised in his mortgage, and a person paying the same to the mortgagee is not to be concerned to inquire whether any money remains due under the mortgage. In reliance upon this provision and upon the corresponding clause in mortgages prior to the Conveyancing Act, it was becoming the practice for trustees of funds and for insurance societies to pay over to the mortgagee the whole of the money due to the beneficiary who had mortgaged his equitable interest, or in respect of the mortgaged policy, and to leave the mortgagee to administer the fund. Thus he would retain what was due to him for principal, interest, and costs, and would hand over the balance (if any) to the mortgagor or the next incumbrancer, as the case might be. But this convenient practice was upset by the decision in *Re Bell*. Inasmuch as the court, if the fund were in court, would not pay the whole of it to the first incumbrancer, but would ascertain what was due to him and only pay him so much, it was held that the trustee ought to do the same; or, at any rate, that he could not be compelled to pay the whole fund to the mortgagee. The decision in *Re Bell* assumed that the trustees had notice of subsequent incumbrances. In the recent case of *Hockey* v. *Western* (*ante*. p. 232) before the Court of Appeal, this element was absent, but there were other circumstances which, in the opinion of the court, made it proper for the trustees to decline to hand over the whole fund to the mortgagee, notwithstanding that it appeared to be considerably less than the amount due on the mortgage. The mortgagor was dead intestate and no personal representative had been appointed, and the trustees had notice that there was a dispute as to the mortgage debt. It was held that the principle of *Re Bell* applied, and that since the trustees were not in a position to administer the fund themselves, it was proper to pay it into court. It was admitted that trustees might safely pay over to the mortgagee under sect. 22 in cases where there was no notice of anything wrong, but having regard to both these decisions, it must frequently happen that a mortgagee of an equitable fund cannot get paid except by proving his claim in court or by obtaining the concurrence of the other persons entitled. This is a considerable hardship upon first incumbrancers who look for speedy payment when the fund becomes available.

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THE OBJECT of taking a mortgage of leaseholds by way of sub-demise is that the mortgagee may not become directly liable upon the covenants contained in the lease. If he goes into possession he may, indeed, be compelled to perform the covenants in order to avoid a forfeiture, and if his mortgagor becomes bankrupt he may have to take a vesting order and assume the mortgagor's liabilities, or else abandon his security. But otherwise he incurs no immediate liability. An attempt to alter this state of affairs was made in the recent case of *Bonner* v. *Tottenham Building Society*, before CHANNELL, J. A mortgagor who was the assignee of a lease mortgaged the lease by way of sub-demise of the whole term except the last day. By the mortgage the mortgagor agreed on demand to do all things necessary for assuring to the mortgagees the remainder of the term, and the mortgagees covenanted with the mortgagor that, if they entered into possession and received the rents and profits, they would pay the rent of £20 reserved by the original lease. The mortgagor became bankrupt, and the mortgagees entered into possession and received the rents and profits, but did not pay the head-rent. The plaintiffs, who were the original lessees, paid it, and sought in the present action to recover the amount from the mortgagees. Had the latter been assignees of the lease, they would have been liable upon the well-known principle that each successive assignee of the lease is liable during the period of his ownership to indemnify the original lessee. In *Moule* v. *Garrett* (L. R. 7 Ex. 101) this was put upon the ground that where A. has been compelled by law to pay, or, being compellable by law, has paid, money which B. is ultimately liable to pay, so that B. obtains the benefit of the payment by the discharge of his liability, then A. is entitled to recover the amount from B. But this assumes that B. is actually liable to make the payment, and where this element is wanting B. is not bound to indemnify A., even though he gets indirectly the benefit of A.'s payment. Hence, in the present case, CHANNELL, J., held that the mortgagees, notwithstanding their possession and their agreement with their mortgagor for payment of the rent, could not be compelled to reimburse the original lessees. They were under no direct liability to the lessor, and the principle of *Moule* v. *Garrett* did not apply.

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THE JURISDICTION of the county courts under section 68 of the Friendly Societies Act, 1896 (59 & 60 Vict. c. 25), was in controversy in the recent case of *Re Hogg, Ex parte Parkin*. That section, while in substance providing that every dispute between a member of a society within the Act and the society itself or a branch or officer thereof, shall be decided in manner directed by the rules of the society or branch, enables the county court to hear and determine the matter in dispute where either the rules contain no directions as to disputes or no decision is given within forty days after application for a reference under its rules has been made in succession to all the bodies entitled to determine the dispute under the rules of the society or branch. In the case under consideration, the rules of the society (the Ancient Order of Foresters) provided that all matters in dispute thereunder should be referred to the Arbitration Committee of the court, subject to an appeal to the District Arbitration Committee, and to a final appeal to a committee elected by all the districts of the Order. It was held that a claim by a member against the society for a fixed rate of sick pay per week during illness higher than that actually paid to him by the society gave rise to a dispute under the rules which could only be heard or determined by the county court within forty days after the

claimant had exhausted all the remedies prescribed by them. In granting the prohibition, PHILLIMORE, J., said he doubted whether, notwithstanding *Broad* v. *Perkins* (37 W. R. 44, 21 Q. B. D. 533), the writ of prohibition was discretionary, except where it was applied for by a stranger to the proceedings or where the conduct of the applicant was so improper as to disentitle him to the remedy.

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A NOVEL and unsuccessful attempt to invoke the jurisdiction of the county courts was recently made in the case of *Burrow* v. *Tilson*. There the curate of a parish sued his vicar for the amount of his stipend in the Court of the Chancellor of the Bishop, by whom a writ of sequestration was directed for the amount due and costs. The sequestrators having levied out of the living the sum of £79, carried in their account before the chancellor, shewing a balance of £10 10s. due to the vicar, who, thereupon, brought an action in the county court to recover £49, alleged by him to be the proper amount of the balance. The county court judge held that he had no jurisdiction in such a case, as the matter in dispute had already been adjudicated upon by a court of record. This decision was affirmed by the Divisional Court and also by the Court of Appeal, who considered that the action was really brought to re-open the certificate given by the bishop's chancellor in his court, by which the account of the sequestrators had been closed and approved of.

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## THE COMMERCIAL COURT.

THE debate at the Article Club on the 2nd inst., on "Commerce and the Law," under the presidency of Mr. JOHN CUTLER, Q.C., naturally turned very much upon the procedure and the prospects of the Commercial Court. Mr. Justice BARNES, in his contribution to the debate, claimed that to some extent he was concerned in the initiation of the idea of the court. Shipping matters, as is well known, frequently cannot wait for the dilatory methods which from time immemorial have been thought suitable for the adjustment of ordinary disputes. One day, when the learned judge was at the bar, the two sides in a dispute relating to a cargo came to his chambers, and in ten minutes obtained from him a decision which settled their difference. This incident suggested to him the desirability of enabling commercial men to bring their disputes quickly before someone trained to dispose of them, and the suggestion, it must now apparently be assumed, was the origin of the Commercial Court. So far as rapidity of procedure is concerned, the court has already amply justified its existence, and some incidents related by Mr. CUTLER in his interesting speech shew that in this respect it can almost rival the friendly arbitration from which it sprang. An action was commenced on the Monday before last Christmas, the question involved being one of agency. Everything was at a dead-lock in the business until the question was disposed of, and unless a decision could be obtained at once, the matter must have gone over the Christmas vacation. In fact, however, the case was disposed of in the Commercial Court on Christmas Eve. In another case there was a dispute on a marine policy, and it was important to prevent the ship from being detained at her foreign port. The writ was issued on a Monday, and the judge ordered it to be served at once and the case heard at 10.30 on the following day. The decision, accordingly, was given on Tuesday and went out by that night's mail.

These, of course, are exceptional cases, but it is generally admitted that the speed of the Commercial Court leaves nothing to be desired. It is said that the average time of disposing of a case from the date when it is commenced to the obtaining of judgment is about six weeks. The key to the procedure is the fact that the matter comes at an early stage before the judge, and that, with the assistance of the parties, he is able to put it in train for speedy decision. Interlocutory proceedings are discouraged, and the delay and expense caused by the technical rules of evidence are avoided as far as possible by obtaining admissions from the parties and by relying upon such evidence as would be satisfactory to a mercantile arbitrator. Mr. CUTLER mentions a case of an action on a marine policy, depending on deviation, where the ship had at the date of action gone on a voyage to China. Application was made to stay proceedings till the ship returned and the log-book could be produced. But upon the case being transferred to the Commercial Court, the judge decided that since a copy of the material entry in the log-book was to be found in the average adjustment, there was enough material for the court to proceed upon without waiting for the log-book itself. In practice there has been found to be no difficulty in trying commercial cases on the evidence prescribed by the orders made in chambers, and there is a great saving in cost as compared with the methods adopted in ordinary litigation. The whole case, from start to finish, is under the immediate supervision of the judge, and thus he can at once give such directions as shall encourage the prompt and economical prosecution of the litigation, and discourage all that tends to expense and delay.

Judge LUMLEY SMITH, in the remarks he made in the course of the debate, carried the origin of the Commercial Court a step further back than the initiatory suggestion of Mr. Justice BARNES' impromptu arbitration. He claims that it is, after all, no more than an adaptation from the procedure of the county courts. There, he points out, it is the practice to allow each side to state its case and at once receive a judicial decision without the delay caused by pleadings. The rich City merchants, he says, are beginning to find that a procedure which was good enough for the humbler litigants was good enough for them. Of course, all attempts at the speedy administration of justice must aim at bringing the parties as soon as possible face to face before a judge, and in this respect the Commercial Court and the county courts naturally approximate. But now that the success of the Commercial Court is assured the question of the application of its methods to other departments of litigation cannot be much longer delayed. The personal oversight of the judge is likely to be as efficacious in securing speed and economy in ordinary cases as in commercial cases, and the latter class are entitled to no special privilege.

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## INTERESTS TAKEN IN DEFAULT OF APPOINTMENT.

UNDER the ordinary trusts of a marriage settlement the settled property is held upon the death of the husband and wife for such of the children as the husband and wife or the survivor shall appoint, and in default of appointment for all the children equally. So long, therefore, as no appointment is made the children have vested interests under the latter trust, but these are liable to be divested by the exercise of the power, and they then take such interests as the parents choose. If the power is exercised in favour of an only child or of all the children equally, the actual interest taken in the property is not altered, but the interest vests under a different title, and the change may have an important effect upon a settlement which a child has previously made of his share. Technically a settlement which purports only to deal with the interest taken in default of appointment does not comprise the interest which is taken under the appointment, and in the recent case of *Lovett* v. *Lovett* (46 W. R. 105) ROMER, J., adopted this as correct. The same view was taken also by JESSEL, M.R., in *Sweetapple* v. *Horlock* (27 W. R. 865, 11 Ch. D. 745), though the earlier cases are by no means clear upon the question.

In *Re Frowde's Settlement* (10 L. T. 367) certain funds were by marriage settlement settled upon trust for the children of the marriage as the survivor of the husband and wife should by will appoint, and, in default of appointment, for the children of the marriage equally. There was only one child of the marriage, a daughter. Upon her marriage a settlement was made by which she covenanted to settle all property vested in her at the date of the marriage. After the marriage there was an appointment under the parents' settlement to the daughter absolutely, and the question arose whether the interest which she then took was property vested in her at the time of her marriage so as to be bound by the covenant in her marriage settlement. WOOD, V.C., held that it was. She was entitled, he said, in default of appointment to the whole fund, and the appointment did not in any respect change her interest. He suggested that it might be different in regard to real estate

but in dealing with a sum of money it was too great a refinement to hold that the appointment, which did not alter the amount she took, altered her interest in the property. Consequently the Vice-Chancellor held that, notwithstanding the appointment, the property was subject to the daughter's settlement.

The question arose again in *Re Vizard's Trusts* (1 Ch. 588), and was then taken to the Court of Appeal. A fund was limited by will upon trust for a tenant for life, and upon his death for such of the children of the testator's deceased brother A. as the tenant for life should appoint, and in default of appointment for the children of A. equally. F., one of the children of A., made an assignment of all his property to a trustee for his creditors. After the assignment the tenant for life appointed the fund to the children of A. equally. All the children of A. who were living at the death of the testator survived the tenant for life. It was held by STUART, V.C., that under the appointment F. took an interest distinct from that which he formerly had in default of appointment, and that this later interest did not pass to his trustee. In the Court of Appeal this result was affirmed by TURNER, L.J., and, it thus being unnecessary for KNIGHT BRUCE, L.J., the other member of the court, to come to a decision, he refrained from expressing any opinion. It is to be observed, however, that although in the events which happened F. took the same share as he would have taken in default of appointment, yet under the appointment his interest was liable to lapse if he died in the lifetime of the tenant for life, and it was upon this change in the nature of his interest that the judgment of TURNER, L.J., was based. At the same time he suggested that, apart from any such consideration, the execution of the power of appointment might be of itself sufficient to defeat the limitations in default of appointment contained in the testator's will, so as to leave nothing to pass under the assignment in favour of F.'s creditors.

In *De Serre* v. *Clarke* (18 Eq. 587), MALINS, V.C., inclined upon principle to the result arrived at in *Re Frowde's Settlement* (*supra*), though he felt bound upon the authority of *Re Vizard's Trusts* (*supra*), and of the decision of STUART, V.C., in *Lee* v. *Olding* (25 L. J. Ch. 580), to give judgment to the contrary. A testator gave his residuary estate in trust for his daughter A. for life, and after her death for her children as she should appoint; in default of appointment for the children equally. One of the children, B., married a Frenchman domiciled in France. He died, leaving one child of the marriage. After his death A. appointed the whole fund amongst her children, giving B. a specified sum for her separate use absolutely. It was agreed that under the French law of community B.'s child would, in her father's right, take half the sum appointed, if it was to be considered as passing under the will in default of appointment, but not if B.'s interest in the sum was to be treated as originating with the appointment. MALINS, V.C., held that the latter was the correct view—the interest of B. was derived under the appointment—and hence the child of the marriage was not entitled to participate.

All the above cases were discussed by JESSEL, M.R., in *Sweetapple* v. *Horlock* (*supra*). Under a marriage settlement real estate was limited to H., the husband, for life, remainder to the use of the children or other issue of the marriage as he should appoint; in default of appointment to the use of the children equally as tenants in common in fee. There were two children of the marriage, a son and a daughter. The daughter married, and by her marriage settlement she and her intended husband covenanted to bring into the settlement all property which she was then "seised of, or interested in, or entitled to," including in effect reversionary interests. Subsequently to the settlement H. appointed the real estate comprised in the original settlement, subject to his life estate, to his son and daughter equally in fee. Thus the daughter took the same share as she would have taken in default of appointment. It was held, however, that, inasmuch as the reversionary interest appointed to the daughter constituted a new interest acquired by her subsequently to the date of the settlement, it was not an interest to which she was then entitled, and consequently was not bound by the covenant in the settlement. Apart from the authorities, JESSEL, M.R., considered this result to be clear. *Re Frowde's Settlement* was to the contrary, though in that case WOOD, V.C., suggested that his decision might not apply to a case of real estate. *Re Vizard's Trusts*, as above stated, was really decided upon the circumstance that the interest taken under the appointment was in its nature different from that taken in default of appointment, though in the relevancy of the distinction JESSEL, M.R., did not agree. "It is difficult, he said, "to see why, if the share appointed is something more or less than the share in default of appointment, it will pass as a new interest, whereas if it is the same it will not pass." In the result, he felt at liberty to act upon his own opinion, and held that the appointed interest was not bound.

*Sweetapple* v. *Horlock*, consequently, is a clear decision that, even though the appointee takes under the appointment the identical interest that he would have taken in default of appointment, yet, since his title is different, he takes a distinct interest, and the appointed interest will not pass under an assignment which purported to deal only with the interest to be taken in default of appointment. This principle covers the recent case of *Lovett* v. *Lovett* (*supra*). By a settlement made on the marriage of A. and B. property, both real and personal, was settled upon trust for A. and B. for life, with remainder for the children or other issue of the marriage as A. and B. or the survivor should appoint; in default of appointment for the children of the marriage as in the settlement mentioned. There was only one child of the marriage, a daughter. By the settlement made on her marriage the daughter, who was the plaintiff in the action, settled all her reversionary interest under the original settlement, but the settlement contained no covenant to settle after-acquired property, and no reference was made to the power of appointment. The recitals spoke of the property settled as being the reversionary interest of the daughter expectant on the decease of B., the then surviving tenant for life. After the settlement B. exercised her power under the original settlement by appointing the trust property to the plaintiff absolutely. It was held by ROMER, J., that the effect of the plaintiff's settlement was to pass only her interest existing at the date of the settlement. Hence upon the authority of *Sweetapple* v. *Horlock* the interest which in the result she actually took was free from her settlement altogether. It was sought, but unsuccessfully, to uphold the settlement on the ground of estoppel. The plaintiff had conveyed exactly what the settlement was meant to convey, and the fact that the interest conveyed had come to an end and another interest had been created in its place, did not bind her to substitute the latter interest. It follows that any conveyance of an interest to be taken in default of appointment should for its validity be accompanied by a release of the power by which it is liable to be overridden.

## REVIEWS.

### COUNTY COURT PRACTICE.

THE ANNUAL COUNTY COURT PRACTICE, 1898. FOUNDED ON POLLOCK AND NICOL'S AND HEYWOOD'S PRACTICES OF THE COUNTY COURTS. TWO VOLUMES. Edited by WILLIAM CECIL SMYLY, Q.C., Judge of County Courts. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The profession and public are now so familiar with the special features of this standard work on county court practice that the new edition just issued needs no minute criticism of its contents, which, though necessarily somewhat enlarged and modified by the introduction of new matter, preserve the same arrangement and method of treatment as heretofore. In Vol. I., Part IX., however, at p. 492, *et. seq.*, there will be found what, to all intents and purposes, is a new chapter on "Liability of Employers for Injuries to Workmen," necessitated by the passing of the Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37); while in Vol. II., which, it will be remembered, deals with the jurisdiction of the county courts under special statutes, reference is made to various statutes of more or less importance affecting the county courts, and, either omitted from previous editions of the work, or which, like the Merchant Shipping Act, 1897 (60 & 61 Vict. c. 59), have only just come into operation. All cases affecting the county courts determined in the past year except *Wells* v. *Owners of Gas Float Whitton* (1897, App. Cas. 337) and *The Theodora* (1897, P. 279), which should, we think, have been noticed in Vol. II., are duly referred to in the present edition, which is quite up to date. In conclusion, we would suggest that the index

to Vol. II. is capable of improvement. In its present condition it too closely approximates to a table of contents, a fault from which, however, the index to Vol. I. is free.

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THE YEARLY COUNTY COURT PRACTICE, 1898. FOUNDED ON "ARCHBOLD'S COUNTY COURT PRACTICE" AND "PITT-LEWIS'S COUNTY COURT PRACTICE." By G. PITT-LEWIS, Q.C., and C. ARNOLD WHITE, Barrister-at-law. THE CHAPTER ON COSTS AND THE PRECEDENTS OF COSTS, by Mr. MORTEN TURNER, Registrar of the Watford County Court. TWO VOLUMES. Butterworth & Co.; Shaw & Sons.

This, like other annual practices, does not call for detailed notice, the interval of time elapsing between the appearance of each new edition being so short. The work before us, which has been carefully edited, now comprises all decisions and enactments affecting the county courts which have accumulated during the past twelve months, and likewise presents certain new features. Vol. I., which, it will be remembered, is devoted to general county court jurisdiction and jurisdiction in admiralty, is now divided into three books, instead of two, the additional book (III.) being devoted to the important subject of costs, and consisting of two chapters on Costs and Precedents of Costs, contributed by Mr. Morten Turner, Registrar of the Watford County Court, and one chapter (3) on Scales of Costs and Court Fees, which two branches of the subject of costs were, in the 1897 edition of the present work, dealt with in the appendix. At p. xxv. of the same volume will be found, prefixed to the County Courts Act, 1888, a useful Time and Practice Table, compiled by Mr. J. Errington, Registrar of the Carlisle County Court, and, under the heading "Administration Orders," section 22 of the Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), and the rules and forms thereunder are now fully dealt with at the end of chapter 2 of Book II., at p. 349, *et seq.*, instead of being, as in the previous edition, incidentally and briefly referred to in an earlier page of the work. In Vol. II., which, it should be mentioned, comprises the law and practice of the county courts under special statutes, various alterations and additions of minor importance will be noticed. Thus, reference is now, for the first time, made in this volume to the Housing of the Working Classes Act, 1890 (53 & 54 Vict. c. 70), to the Preferential Payments in Bankruptcy Amendment Act, 1897 (60 & 61 Vict. c. 19), to the Merchant Shipping Act, 1897 (60 & 61 Vict. c. 59), and to the Workmen's Compensation Act, 1897 (60 & 61 Vict. c. 37), while the treatment of some of the various groups of statutes considered has been somewhat modified. To each volume a separate and improved index is appended containing various fresh titles, for the most part occasioned by the new matter now for the first time introduced.

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## BOOKS RECEIVED.

Prisoners on Oath: Present and Future. By Sir HERBERT STEPHEN, Bart., Barrister-at-Law. William Heinemann.

The Law Magazine and Review: A Quarterly Review of Jurisprudence and Quarterly Digest of all reported Cases, being the combined Law Magazine, founded in 1828, and Law Review, founded in 1844. February, 1898. Stevens & Haynes.

The Law relating to Markets and Fairs, and therein of Auction Marts, Sale Rooms, Hawkers, and Pedlers. By L. GACHES, Barrister-at-Law. Eyre & Spottiswoode. Price 2s. 6d.

The Annual Digest of all the Reported Decisions of the Superior Courts, including a Selection from the Irish. With a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned; and References to the Statutes passed during the Year 1897. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited). Price 15s.

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The *Canada Law Journal* says that of all the amusing deliverances we have met with on the part of reporters in ancient or modern times, we unhesitatingly pronounce the gaucherie of the reporters of the Supreme Court of Georgia to be paramount. In reporting the case of *The Western and Atlantic Railway Co.* v. *Jones*, at the place where English and Canadian reporters are wont to put their head-lines, we find the following legend: "JACKSON, CHIEF JUSTICE, *was providentially prevented from presiding in this case.*"

The interesting lecture lately delivered by Mr. Pitt-Lewis, Q.C., in the Middle Temple Hall, on "The History of the Temple," will shortly be published. The cost is being defrayed by Mr. W. Phelps Dodge, an American citizen, who is a student of the Middle Temple, as well as a graduate of Yale University, America. This gentleman is a direct descendant of John Phelps, who was called to the Bar at the Middle Temple in 1650, and was clerk of the court which tried King Charles I. The proceeds of the sale of the lecture will be given to the Barristers' Benevolent Association.

# CORRESPONDENCE.

## THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I find that many people are under the impression that the London County Council can, at the special meeting to be held on the 15th inst., limit the area in the county and period of time for the trial of the experiment of compulsory registration of title. Will you kindly allow me to point out that the council has no such authority, and consequently if the Act is not vetoed on the 15th inst. the right of the council to in any way control the operation of the Act will be absolutely at an end. In that case the Act will remain in force in the county of London for all time or until it is repealed by another Act of Parliament.

J. S. RUBINSTEIN.

5, Raymond-buildings, Gray's-inn, Feb. 9.

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[*To the Editor of the Solicitors' Journal.*]

Sir,—In your editorial comments in your last week's issue on the action of the Council of the Incorporated Law Society with regard to the proposed application of the Act to London, you incline to the view that they were bound to reply to the London County Council's circular in the terms they did because the London solicitors have no representative body save the Incorporated Law Society, and therefore, if the Council of that society had not replied, these solicitors would not have been able to voice their feelings in the matter. But if they claim that that Council is primarily their representative body, they stultify themselves by objecting to a trial in their midst of the Act which (through their same Council) they agreed to support and did support. The Yorkshire societies repudiated that action of the parent society before the Bill became an Act, and the London solicitors might have found the means to do the like and so placed themselves in a position to object to the first trial being made in London. But they did not. If the Council of the Incorporated Law Society had refused to approve or support the Bill, whether actively opposing it or not, they would have been free to reply to the circular by protesting against a compulsory trial anywhere, but not even then to pick out London as the one favoured spot to be saved from it.

The proposition that because the London solicitors have no other representative institution, therefore it must maintain their interests, even though public interests happen to be antagonistic to the interests of the other members, is untenable. It is something like a member of a partnership firm taking the only horse of the firm (no matter how much it may be required for their business) and using it in his private conveyance for his private purposes, thereby, to some extent, interfering with and injuring the partnership business.

For their own purposes the London solicitors should provide their own horse as the provinces do by their local societies. You may say that the London member pays a larger subscription than the provincial member. And so he ought. It requires no ingenuity to prove that he gets twice the benefits, even though the contention of the Yorkshire societies as to this particular matter holds good. The provincial men subscribe to their own local societies in addition to the parent society.

Moreover, the Yorkshire societies have not censured the parent society "for hindering it (the Act) from Coming into operation." On the contrary, they fear that by their action the council may have done the reverse. These points appear to me to have been fairly put by Mr. Middleton, but it is probable that more people will read your comments than will read the report itself, therefore I solicit the favour of the publication of this criticism in your next issue.

5, Leopold-street, Sheffield, Feb. 9. GEO. E. WEBSTER.

[We attempted to shew that the interest of the London members was really not antagonistic to that of the Yorkshire members, but our correspondent makes no reference to this.—ED. *S.J.*]

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## JUDGMENT IN DEFAULT OF DEFENCE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Upon the perusal of the article in your issue of this date upon order 14 and the summons for directions, I notice that upon the first point dealt with by the writer of the article (a point which he considers an easy one), he concludes that in default of defence the plaintiff may proceed to enter judgment *without order*. I should be glad to know if there is definite authority as to this. It appears to me to be in direct conflict with the notes in the *Annual Practice* of 1898, to ord. 27, r. 1, p. 551, last par., and ord. 27, r. 2, p. 554.

It appears to me that the construction of ord. 30, r. 1, is ambiguous. It may be read either "before the plaintiff takes any fresh step other than . . . to enter judgment in default of defence," or as follows; "before the plaintiff takes any fresh step other than

*application* . . . to enter judgment," &c., and that the latter is the view adopted by the editors of the *Annual Practice*.

37, Brown-street, Manchester, Feb. 5. BENJ. GOODFELLOW.

[See observations under the head of "Current Topics."—ED. *S.J.*]

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### THE FINANCE ACT, 1894.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In reply to the letter in your issue of 5th inst. signed "H.," the Act *does* provide for the payment of "further duty in case of undervaluation": see section 8 (7), and see also section 11 (2), from which it may be inferred that the period during which the value of a property may be adjusted is two years from the death, but that at the end of such period, and on a certificate discharging both the property and the person accountable being given, the matter is finally closed, subject only to the question of fraud raised by section 11 (3).

Rectification would be necessary in case, by reason of the discovery of additional effects, the *rate* of duty already paid were increased, or on a return of duty being claimed and allowed. B.

Feb. 8.

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## NEW ORDERS, &c.

### THE COLONIAL PROBATES ACT, 1892.

ORDER IN COUNCIL.

Whereas by the first section of "The Colonial Probates Act, 1892," it is enacted as follows:—"Her Majesty the Queen may, on being satisfied that the Legislature of any British possession has made adequate provision for the recognition in that possession of Probates and Letters of Administration granted by the Courts of the United Kingdom, direct by Order in Council that this Act shall, subject to any exceptions and modifications specified in the Order, apply to that possession, and thereupon, while the Order is in force, this Act shall apply accordingly." And whereas Her Majesty is satisfied that the Legislature of the British possession hereinafter mentioned has made adequate provision for the recognition in that possession of Probates and Letters of Administration granted by the Courts of the United Kingdom. Now, therefore, Her Majesty, by virtue and in exercise of the powers by the above-recited Act in Her Majesty vested, is pleased by and with the advice of Her Most Honourable Privy Council to order, and it is hereby ordered as follows:—

"The Colonial Probates Act, 1892," shall apply to the British possession hereunder mentioned:—

The Island of Grenada.

And the Right Honourable Joseph Chamberlain, one of Her Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly. C. L. PEEL.

Feb. 3, 1898.

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### ORDER OF TRANSFER.

ORDER OF COURT.

Thursday, the 3rd day of February, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, Do hereby Order that the Actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice Stirling (1898—K.—No. 36).

In the Matter of The Kensington Co-operative Stores (Limited).
Sir Francis Leopold McClintock and others v. The Kensington Co-operative Stores (Limited).

Mr. Justice Stirling (1897—U.—No. 897).

In the Matter of The United Empire Trading Co. (Limited).
Emma Philip v. The United Empire Trading Co. (Limited).

Mr. Justice Romer (1898—A.—No. 104).

In the Matter of The Andrews Hawksley Patent Tread Co. (Limited).
Harry Hooper v. The Andrews Hawksley Patent Tread Co. (Limited).

HALSBURY, C.

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M. Labori, M. Zola's counsel, says the *St. James's Gazette*, is one of the youngest and most brilliant of French advocates, and is thirty-eight years of age. With his fair complexion and beard and his tall slim figure, he is a true type of the Gaul. This is not the first time that he has figured in the front rank in judicial annals. In 1894 he pleaded for Vaillant, the Anarchist, who threw a bomb in the Chamber of Deputies, and, while he condemned anarchy, his admirable address made a profound impression on the jury.

## CASES OF THE WEEK.

### Court of Appeal.

**LLEWELLYN v. VALE OF GLAMORGAN RAILWAY CO.** No. 1. 3rd Feb.

RAILWAY—OBSTRUCTION OF ROAD—PENALTY FOR NOT MAKING SUBSTITUTED ROAD—BY WHOM RECOVERABLE—ROAD BELONGING TO ADJOINING LANDOWNERS—RAILWAYS CLAUSES ACT, 1845 (8 & 9 VICT. c. 20), ss. 53, 54.

Appeal by the defendants from the judgment of Wright, J., at the trial of the action without a jury (1897, 2 Q. B. 239). The action was brought under section 54 of the Railways Clauses Act, 1845, to recover £1,700 as penalties for eighty-five days' default on the part of the defendants in providing a road in substitution for another road which they had temporarily obstructed. The plaintiff was the owner of land bounded on one side by a private road, which was used by the owners of the land adjoining it, the plaintiff being, therefore, the owner of one-half of the road, *usque ad medium filum*. The defendants were, by a special Act incorporating the Railways Clauses Act, 1845, authorized to construct a railway crossing the road at a point adjoining the plaintiff's land, and in constructing the railway they temporarily cut through and interfered with the road, without providing a substituted road as required by section 53 of the Railways Clauses Act, 1845. The defendants contended that the plaintiff, being only owner of one-half of the road, was not "the owner" of the road within section 54 of the Railways Clauses Act, 1845, and could not therefore sue for the penalties. Wright, J., gave judgment for the plaintiff. By section 53, if it be necessary to cross or cut through any part of any road, either public or private, so as to render it impassable for or dangerous or extraordinarily inconvenient to persons entitled to the use thereof, the company shall, before commencing such operations, cause a sufficient road to be made instead of the road to be interfered with. By section 54, "if the company do not cause another sufficient road to be made before they interfere with any such existing road as aforesaid, they shall forfeit £20 for every day during which such substituted road shall not be made after the existing road shall have been interrupted, and such penalty shall be paid to the trustees, commissioners, surveyor, or other person having the management of such road, if a public road, and shall be applied for the purposes thereof, or, in case of a private road, the same shall be paid to the owner thereof, and every such penalty shall be recoverable with costs by action in any of the superior courts."

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.JJ.), having taken time to consider, dismissed the appeal.

CHITTY, L.J., read the judgment of the court, in the course of which he said that the defendants' contention—namely, that "the owner" meant all the owners of the road—would operate to defeat the obvious intention of the Legislature in many cases, because the owner of one half had no means of compelling the owner of the other half to join in suing. In their opinion the £20 a day was a penalty, and not a sum given as compensation for the wrong done. One penalty only was inflicted for each day during which default existed, and that penalty was not apportionable, but was one entire sum of £20. In their opinion the owner of the soil of part of that portion of the road interfered with could sustain an action for the penalty, and the first of such owners who sued and brought his action to trial could recover.—COUNSEL, *C. A. Russell*, Q.C., and *E. F. Buckley*; *Cripps*, Q.C., and *Kenyon Parker*. SOLICITORS, *Soames, Edwards, & Jones*, for *Randall & Cay*, Bridgend; *Downing, Holman, & Co.*, for *Downing & Handcock*, Cardiff.

[Reported by W. F. BARRY, Barrister-at-Law.]

**HALL v. LAUNSPACH.** No. 1. 7th Feb.

MAYOR'S COURT—COSTS—ACTION OF LIBEL—LESS THAN £5 RECOVERED—JURISDICTION TO ALLOW COSTS—PROHIBITION—MAYOR'S COURT OF LONDON PROCEDURE ACT, 1857 (20 & 21 VICT. c. CLVII.), s. 11—MAYOR'S COURT RULES, 1890, r. 1; SCHEDULE B—MAYOR'S COURT RULES, 1892, ORD. 8, R. 1.

Appeal from an order of Ridley, J., at chambers, prohibiting the Mayor's Court, London, from taxing the plaintiff's costs, except in respect of court fees and allowances to witnesses, in an action of libel tried with a jury, in which the plaintiff recovered a verdict for £2 10s. (reported *ante*, p. 163). The judge in the Mayor's Court entered judgment for the plaintiff for £2 10s., and gave no certificate for costs, except that he certified for counsel. The judgment was entered for the damages and costs. The registrar taxed the plaintiff's costs on the scale applicable to cases where less than £20 was recovered, and the judge of the Mayor's Court dismissed an application to review the taxation. The defendant contended that there was no scale of costs in the Mayor's Court applicable where £5 or under was recovered, and that therefore the Mayor's Court had no jurisdiction to allow the plaintiff's costs, except those relating to court fees and allowances to witnesses. The plaintiff contended that, under ord. 8, r. 1, of the Mayor's Court Rules, 1892, the costs followed the event, and that the registrar had jurisdiction to allow the costs. Ridley, J., having granted a writ of prohibition, the plaintiff appealed.

THE COURT (CHITTY and COLLINS, L.JJ.), having taken time to consider, allowed the appeal.

CHITTY, L.J., said that the defendant had not shewn that the Mayor's Court had not an ancient jurisdiction to give costs. It was admitted that it was the practice of the court to give costs, and, in the absence of anything to the contrary, the presumption arising from the practice would be in favour of the jurisdiction. That presumption was supported by section 11 of the Mayor's Court Procedure Act, 1857. The question, therefore,

was whether that jurisdiction had been taken away. It was plain that none of the scales of costs (exclusive of court fees) under the Mayor's Court Rules, 1890, were applicable to cases where the amount recovered was £5 or under. There was, therefore, no scale of costs applicable to the present case. There was, however, no rule to the effect that no costs should be allowed other than those for which scales were prescribed. Rule 1 of the Rules of 1890, which provided that all costs should be taxed according to the scales of costs set out in the schedules, was, in his opinion, confined to cases where the scales applied, and where the scales did not apply the taxation was left unfettered. The proviso in ord. 8, r. 1, of the Rules of 1892, that, where the action was tried with a jury, "the costs" should follow the event, unless the judge for good cause otherwise ordered, meant costs according to the scales where they applied. Section 11 of the Act of 1857 shewed that, where it was intended to take away a jurisdiction as to costs, plain and direct words were used. There were no such words in the rules of 1890 or 1892. It was difficult to suppose that the Mayor's Court in framing the rules, or the Rule Committee in sanctioning them, intended to take away the jurisdiction by inference, and it was on inference only that the defendant's argument on the effect of the rules was founded. The argument could not be sustained. It would seem advisable that the rules should be amended by providing a scale of costs to cover cases like the present.

COLLINS, L.J., delivered judgment to the same effect.—COUNSEL, *H. Reed*, Q.C., and *M. R. Emanuel; S Lynch*. SOLICITORS, *Emanuel, Round, & Nathan; Sweepstone & Stone*.

[Reported by W. F. BARRY, Barrister-at-Law.]

**GUARDIANS OF DORKING UNION *v.* GUARDIANS OF ST. SAVIOUR'S UNION.** No. 2. 7th Feb.

POOR LAW—SETTLEMENT—DIVIDED PARISH—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73), ss. 1 (3), 67, 68.

This was an appeal by the guardians of St. Saviour's Union from a decision of the Divisional Court—Collins, L.J. (then Mr. Justice), and Ridley, J. (reported 41 SOLICITORS' JOURNAL 697). A special case was stated by quarter sessions of the county of London for the opinion of the Divisional Court raising a question as to the result for purposes of pauper settlement law of the division of a parish under the Local Government Act, 1894. The case was stated on an appeal from the order of justices. It appeared therefrom that A. E. Budger, a pauper, was born on the 26th of December, 1879, at Westcott, a hamlet then forming part of the parish of Dorking, in the Dorking Union, in the county of Surrey. He never acquired a settlement elsewhere. In August, 1896, he became chargeable to the St. Saviour's Union, in the county of London, which, on the 18th of August, obtained an order for his removal to the Dorking Union. It was against this order that the appeal was brought. At the time of the passing of the Local Government Act, 1894, the parish of Dorking was situate partly within and partly without the Dorking rural sanitary district, and had overseers who levied a rate for the entire parish. By the operation of section 1 (3) of the Local Government Act, 1894, the part of the parish which was within the said rural sanitary district and the part which was not became two separate parishes, and the old parish ceased to exist. The names of the new parishes, by order of the county council, became "Dorking" and "Dorking Rural" respectively. They each had separate sets of overseers and rates. Westcott, where the pauper was born, is situate in Dorking Rural. It was contended by the guardians of Dorking Union: (1) That, as the hamlet of Westcott was within the parish of Dorking Rural and not the parish of Dorking, the order of the justices was bad, inasmuch as the pauper, if settled at all in any parish of Dorking Union, was settled in the parish of Dorking Rural, not in Dorking; that, there being no evidence before the justices who made the order that the old parish of Dorking had been divided as aforesaid and that the new parish of Dorking Rural had been formed and was in existence, the said order could not be amended by the insertion of the word "rural." (2) That in consequence of the division of the old parish it had ceased to exist, and the pauper had lost his birth settlement in the old parish, and that, as there was not at the time of his birth any parish of Dorking Rural, he could not have any settlement in that parish now, not having acquired one since its formation. The court of quarter sessions held that they could amend the order by adding the word "rural." As to the second contention, that court held, upon the authority of *Reg.* v. *Hunnington* (5 Q. B. 279), *Stourbridge* v. *Droitwich Union* (L. R. 6 Q. B. 769, 19 W. R. C. L. Dig. 58), *Reg.* v. *Tipton* (3 Q. B. 215), *Reg.* v. *St. Martin's-new-Sarum* (9 Q. B. 241), that the pauper had no settlement in Dorking Rural, and could not be removed to the Dorking Union in virtue of his birth settlement in the old parish of Dorking, that parish, for the purposes of settlement, having been destroyed and the pauper's settlement gained in it by birth wholly lost. On the special case stated by the court of quarter sessions the Divisional Court decided that the principle of the authorities above cited was that when the parish in which a pauper was born was divided, the entity maintaining its own poor in which the pauper had acquired his settlement no longer existed, that whether those cases were rightly decided or not they had been law for so long it would be quite impossible for the court not to follow them; and that, as, therefore, the place to which the pauper in the present case ought to be sent no longer existed, he must remain chargeable to the union where he was—viz., St. Saviour's. From that decision the guardians of St. Saviour's Union now appealed.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—I do not see how we can differ from the Divisional Court. All that I can say is that *Reg.* v. *Tipton* and these other cases put a narrow construction on the Act of 14 Chas. 2, c. 12. But it is clear that a settlement gained by birth is a settlement in the particular parish, and when the parish is sub-divided all the old parish goes and the settlement goes with it. A pauper is not settled in the part in which he was born. If the Legislature mean to enact that they must say so, and there is nothing in the Local Government Act, 1894, which does say so. We must bear in mind that the Legislature, in passing that Act, knew how the law stood at the time, and one is struck by the fact that no section was put in to enact that a person who was deemed by law to have a settlement in the old parish should be deemed to have a settlement in the new parish. I can get nothing out of the Act to say so. The decision of the court below is therefore right and the appeal must be dismissed with costs.

RIGBY and VAUGHAN WILLIAMS, L.JJ., delivered judgment to the same effect.—COUNSEL, *Macmorran*. Q.C., and *G. Elliott; Bosanquet*, Q.C., and *W. F. Barry*. SOLICITORS, *Howard C. Jones; Geo. Seale*, Dorking.

[Reported by J. I. STIRLING, Barrister-at-Law.]

## High Court—Chancery Division.

*Re* **DE NICOLS, DE NICOLS *v.* CURLIER.** Kekewich, J. 3rd Feb.

HUSBAND AND WIFE—MATRIMONIAL DOMICIL—CHANGE OF DOMICIL—FOREIGN LAW.

In 1854 Mr. de Nicols, a domiciled Frenchman, married his cousin, a domiciled Frenchwoman, in Paris. No contract or settlement was executed by the parties on their marriage, in which case, according to the French law of "community of goods," each party was entitled to one-half of the property acquired during the coverture by either or both of them. In 1863 Mr. de Nicols was adjudicated a bankrupt in France, and in that year came over to England with his wife. In 1865 they became naturalized British subjects. In 1897 Mr. de Nicols died, and by his will, made according to English form, he gave his residuary real and personal estate, consisting of property acquired in England, upon trust for his wife for life, and upon her death for his daughter, her husband and children. This was a summons taken out by Mr. de Nicols' widow claiming to be entitled to one-half of all the property in the possession of her husband or of him and herself jointly at his death, notwithstanding the will. Mrs. de Nicols' claim depended upon whether the change of domicil of the parties altered their rights with respect to their property acquired during coverture conferred by the French law, the law of their matrimonial domicil. The question was only argued with respect to "moveable goods."

KEKEWICH, J.—The only question which I am now called upon to decide is whether the property conveniently described as "moveable goods," an expression not so familiar to the English law as to writers of books on international law, of which the testator was at the date of his death in ostensible possession, really belonged to him wholly, or whether his widow is entitled to some interest in it by virtue of French law applicable to his property at the date of the marriage and continuing during the remainder of the joint lives of the spouses. It is admitted on both sides that there is no decision on the question; by that is meant no decision of a court of competent jurisdiction in England, by which this court is bound. There is an Irish case, *Re Letts' Trusts* (7 Ir. L. R. Ch. 132), and there are American cases, which, although worthy of respect, are not binding on an English court. There are *dicta* by some judges and there is one by Lord Eldon in *Lashley* v. *Hogg* (1 Burge. Col. & For. Law, part 1, c. 7, s. 8, p. 623), but it does not appear to me that his meaning is clear, and I do not think it touches this point. There are plenty of *dicta* in the text-books, some of which appear to be in favour of the plaintiff, and so far as there is any consensus of opinion, it is not too much to say that it is not adverse to the plaintiff's claim. The result is that I must decide this case upon principle, and I must follow that principle straight through to its conclusion. The question, then, is, what is the principle by which I am to guide my decision. I think it is this: These spouses were French people and they intermarried in France. It was open to them to marry according to one or more regulations affecting matrimonial property. It is immaterial to consider their limit of choice, but they had some in the matter. In the absence of any express election to the contrary, their rights were to be regulated by the law of "community of goods," and, so far as we know, they married according to the French law so as to settle their property which they then had and which they might subsequently acquire during coverture according to the law of community of goods. In my opinion that was a contract entered into by them, a contract which this court does not regard as the less effectual to include after-acquired property because it was not at the time so expressed and was not then in their contemplation. Why should I infer an alteration of that contract; it might be possible—I do not inquire into that—for them to alter it in France, but why should I infer an alteration was intended by them at the moment of their change of domicil, or at any other time, and only solely with respect to after-acquired property? There is no reason to infer that the contract, if I am right in thinking it a contract, did not include after-acquired property as well as property existing at the date of the marriage. That seems to me the principle I ought to apply. No doubt we must look to the English domicil to ascertain the rights of the parties among themselves—that is, the husband, wife, and child under the will, but we must look back to the matrimonial domicil to see what the husband's proprietary rights are. We must not apply the doctrine of domicil to the moment of death only by looking at the then domicil of the husband. It is a fallacy to say that his domicil at death governs rights of his which do not exist. He does not affect to dispose of property by his will which is not his. To ascertain what was his property and what was not we must look

back and see what was the law governing his proprietary rights, and those rights, I think, were fixed at the time of his marriage and are governed by the French law of community of goods both with respect to the present and after-acquired goods. There is nothing to alter that contract, and there is nothing that requires me to say that by a change of domicil there was any surrender by the wife of her rights under the matrimonial contract. I must therefore hold that the husband by his will disposed only of such property as was properly his, and that it did not include what was his wife's property under the matrimonial contract, and declare that the wife's right under the French law to a moiety of the moveable property acquired during the coverture by the husband and wife remains unaffected by the will.—COUNSEL, *Renshaw*, Q.C., and *Ingle Joyce*; *Warrington*, Q.C., *Elgood*, and *Maugham*; *A. V. Dicey*, Q.C., and *Whinney*. SOLICITORS, *Hicks, Arnold, & Mozley*; *Tyrrell Lewis*; *Lewis & Broadbent*.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

**BAXTER v. MIDDLETON** (*Re* **MIDDLETON AND BAXTER AND THE VENDOR AND PURCHASER ACT, 1874**). Kekewich, J. 8th Feb.

"LIS PENDENS"—ACTION FOR SPECIFIC PERFORMANCE DISMISSED—ORDER VACATING REGISTRATION—30 & 31 VICT. C. 47, S. 2.

This was an action by a purchaser to enforce against the vendors specific performance of a contract for the sale of a business together with the business premises and goodwill. Subsequently to the issue of the writ the defendants, the vendors, took out an originating summons under the Vendor and Purchaser Act, 1874, to have it declared that the contract was not binding on them. Immediately after the issue of the writ the plaintiff registered the action as a *lis pendens*. Upon the action and summons coming on by order for trial and hearing together, the action was dismissed with costs, and on the summons no order for costs or otherwise was made. The plaintiff at once gave notice of his intention to appeal, but, notwithstanding this, counsel for the defendants asked for an order vacating the registration of the *lis pendens* under the power given to the court by section 2 of 30 & 31 Vict. c. 47, and referred to *Pooley* v. *Bosanquet* (7 Ch. D. 541).

KEKEWICH, J., after referring to the case of *Stroudsberg* v. *M'Gregor* (34 SOLICITORS' JOURNAL 180), made an order to the effect that, if by that day fortnight the appeal was not set down, the registration should be vacated.—COUNSEL, *Renshaw*, Q.C., and *Martelli*; *Warrington*, Q.C., and *Ingle Joyce*. SOLICITORS, *Poole & Robinson*; *Donald MacMillan*.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

**J. LYONS & SONS v. WILKINS AND OTHERS.** Byrne, J. 3rd Feb.

CONSPIRACY AND PROTECTION TO PROPERTY ACT, 1875 (38 & 39 VICT. C. 86), S. 7 (4)—STRIKE—TRADES UNION—"WATCHING AND BESETTING"—EMPLOYMENT OF UNION FUNDS—CONSPIRACY.

Action. The plaintiffs are leather bag manufacturers at Red Cross-street, London, E.C. The defendant Wilkins was the secretary, and Thompson, Laverick, and Goodall were the trustees of a trades union called the Amalgamated Trade Society of Fancy Leather Workers, registered under the Trades Union Act, 1871; while the defendant Clarke was a member of the executive committee of the same society. In February, 1896, a dispute arose between the plaintiffs and their workpeople, and the union ordered a strike, and the premises of the plaintiffs were picketted. A strike was also ordered against a bagmaker named Schoenthal, who employed his own workpeople, but who was employed by the plaintiffs, for the purpose of compelling him to cease to work for them. The nature of the relief asked for against the defendants will appear in the judgment. An interlocutory injunction was granted by North, J., and was affirmed by the Court of Appeal in March, 1896. A report of the case before the Court of Appeal will be found 40 SOLICITORS' JOURNAL 372. The action was tried before Byrne, J., in November of last year, but judgment was reserved until after the decision of the House of Lords in *Allen* v. *Flood*. Originally the Amalgamated Society was made a defendant, but it was ordered to be struck out as incapable of being made a party. During the trial leave was obtained to amend the pleadings by stating that Thompson, Laverick, and Goodall were sued "in their representative capacity" in order, if possible, to make the funds of the society liable to pay costs or to prevent them being used for defending the action.

Feb. 3.—BYRNE, J.—In this case the plaintiffs have obtained an injunction until judgment to restrain the defendants, Wilkins and Clarke, their servants and agents, from watching or besetting the plaintiffs' works for the purpose of persuading, or otherwise preventing, persons from working for them, or for any purpose, except merely to obtain or communicate information; and also from preventing Adolph Schoenthal or other persons from working for the plaintiffs by withdrawing his or their workman or workwomen from their employment respectively. By a slip, the order as drawn up has been made more extensive, but the terms I have mentioned are the true terms of the order pronounced by the Court of Appeal, as appears by the judgment of Kay, L.J. (L. R. 1896 1 Ch. 811, 832). The plaintiffs have at the trial in substance clearly proved the case made upon the motion of watching and besetting the plaintiffs' premises illegally, and in my judgment they are entitled to have the injunction made perpetual so far as the first part of the judgment is concerned, for the reasons given by the Court of Appeal upon disposing of the motion; and I do not consider it necessary to add anything upon the law bearing upon this part of the case. I consider that it is clearly proved that the defendants Wilkins, Clarke, and Thompson watched and beset the plaintiffs' works or place of business, and the approaches thereto, for the purpose of persuading or otherwise preventing persons from working for the plaintiffs, and for purposes other than those of merely obtaining or communicating information. In reference to the second part of the injunction I think the case made upon the motion is fully proved, and I think also it has been clearly shewn that the same defendants illegally watched and beset the premises of Schoenthal for the purpose of preventing him from working for the plaintiffs, but I think it probable that the Court of Appeal would have framed the second part of the injunction granted in a different manner had the case of *Allen* v. *Flood* been then decided by the House of Lords. At any rate, the point has not been specifically argued whether or not, apart from the question of malice, it was unlawful to call out the workmen of Schoenthal in order to prevent him from working for the plaintiffs. Had the matter been one of importance in the present case, I should probably have required further argument, but the strike is long since over, and I have assumed that the parties would prefer not being put to the trouble and expense of re-argument upon this point. I propose, therefore, to grant a perpetual injunction following the terms of the first part of the order of the Court of Appeal, but to frame the latter part of the injunction as follows: "And also from watching or besetting the premises of Adolph Schoenthal for the purpose of persuading or otherwise preventing him from working for the plaintiffs, or for any purpose except merely to obtain or communicate information." The injunction must extend to the defendant Thompson, who participated in the wrongful acts committed. The acts in question being unlawful, the other defendants, if they conspired to induce the commission of such acts, are equally liable to an injunction, and by their amended defence all the defendants make common cause and accept common responsibility in respect of the matters I have referred to, as well as in respect of the alleged libels, which still remain to be dealt with. And, indeed, it is difficult to see how, as officers of the society under an obligation to attend all meetings of the executive council, under whose directions the defendant Wilkins acted, and with power to express their opinions, they could well do otherwise, whatever the domestic constitution of the society to which they belong may provide as to their voting powers. The plaintiffs further ask for an injunction to restrain the defendants from maliciously inducing or conspiring to induce persons not to enter into contracts with the plaintiffs, and I postponed judgment at the request of both parties until after the decision of the House of Lords in *Allen* v. *Flood* should have been given. The effect of that decision is, in my opinion, to shew that the plaintiffs are not entitled to this injunction. It was conceded by the plaintiffs that they could not succeed unless they could shew malice; and it is the law, as finally determined by the House of Lords, that the existence of a malicious motive cannot in such a case as this render unlawful an act or acts otherwise lawful. Another injunction was asked for by an amendment made by leave at the trial against the defendants Thompson, Laverick, and Goodall, as trustees of the society, from applying the funds of the society in furtherance of the wrongful acts complained of. I am of opinion that there is no legal ground to justify such an injunction, and I refuse it and disallow the plaintiffs the costs of the amendment made in pursuance of such leave. His lordship then held that the charge of libel was proved, and he awarded £5 as damages.—COUNSEL, *Eve*, Q.C., and *Ward Coldridge*; *Jenkins*, Q.C., and *W. H. Cozens-Hardy*. SOLICITORS, *Shaen, Roscoe, & Co.*; *Warburton & De Paula*.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

## Winding-up Cases.

*Re* **LAND MORTGAGE BANK OF FLORIDA (LIM.).** Wright, J. 3rd Feb.

COMPANY—WINDING UP—SCHEME SANCTIONED BY THE COURT—MANAGEMENT EXPENSES—UNDISTRIBUTED ASSETS—JOINT-STOCK COMPANIES ARRANGEMENT ACT, 1870 (33 & 34 VICT. C. 104)—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. C 63), S. 15—COMPANIES WINDING-UP RULES, 1891, R. 127.

This was an application by the Board of Trade for an order on the liquidators of the above company to pay into the Companies' Liquidation Account at the Bank of England certain surplus of calls which they held in their hands. The company had gone into voluntary liquidation in December, 1895. On the 15th of April, 1896, a scheme under the Joint-Stock Companies Arrangement Act, 1870, was presented to and sanctioned by the court under which the uncalled capital was to be called up, and out of it the debenture-holders were to be paid a dividend of 12s. 6d. in the pound in September, 1897, and the balance in 1902. In the meantime the interest was to be kept down, and the liquidators were at their discretion to apply any surplus from calls after the first dividend was paid for the payment of management and other expenses. They also had power under the scheme to borrow money for protecting and developing the assets. A trust deed embodying the scheme was afterwards executed. The liquidators delivered statements of account to the Registrar of Joint-Stock Companies, as required by the Companies (Winding-up) Act, 1890, s. 15. These statements shewed that the liquidators had a surplus of calls in their hands after paying the first dividend. The Board of Trade directed them to pay this surplus into the Companies' Liquidation Account. The liquidators refused on the ground that this surplus was not "unclaimed or undistributed assets" within the meaning of section 15 (3) of the Companies (Winding-up) Act, 1890. The Board of Trade in consequence made this application.

WRIGHT, J., held that the application failed. Under section 2 of the Joint-Stock Companies Arrangement Act, 1870, a scheme, when sanctioned, became binding on the creditors concerned and also on the liquidator. This scheme provided that any surplus assets which might remain after paying the dividend on the debentures might be

applied before paying any further dividend in the payment of wages, &c., or in "any expenditure which the company may think necessary or expedient for protecting and keeping up the company's property and assets, or of developing the same with a view to the realization of the same." It was not contended that these sums were unclaimed assets, but it was said that they were undistributed assets under section 15 (3) of the Act of 1890. The answer to that was that under the scheme they were not undistributed, but that some legal event had happened which made them distributable in another way. The motion must be dismissed with costs.—Counsel, *Ingle Joyce; Tindal Atkinson*, Q.C., and *H. S. Theobald*. Solicitors, *Solicitor to the Board of Trade; Johnson, Wetherall, & Sturt*, for *Wade, Bilbrough, Booth, & Co.*, Bradford.

[Reported by C. W. Mead, Barrister-at-Law.]

## High Court—Queen's Bench Division.

**MOLYNEUX v. FLETCHER.** Kennedy, J. 4th Feb.

Will—Advancement—Payment of Debt owing by Husband of Cestui que Trust to Trustee.

This action was tried before Kennedy, J. The plaintiffs were infants suing by their next friend, and the defendants were trustees under the will of Edward Durant. The plaintiffs claimed (1) a declaration that the defendant Fletcher had been guilty of a breach of trust, and (2) the appointment of new trustees. The testator died on the 20th of April, 1878, leaving two daughters, infants, surviving him, both of whom were still living. They were Fanny Jane, who came of age in 1880, and Amelia Margaretta, who came of age in 1881, and married in 1885 Daniel Webster Molyneux. The children of this marriage were the plaintiffs in this action. The testator, by his will, devised to the trustees thereby appointed all his real and personal estate with certain directions as to realization and investment, and made his children beneficiaries under the will. The will contained a direction to the trustees to apply in or towards the maintenance and education or otherwise for the benefit of each child of the testator entitled under the trusts of the will to a share not absolutely vested the annual income of such share. The will further declared that it should be lawful for the trustees to apply in or towards the advancement in life of each child a sum not exceeding £500 of her presumptive share, such sum or lesser sum to be paid if the trustees should think fit, notwithstanding that the child's share was settled as thereafter mentioned, and the trustees were to be sole judges of the advisability of such payment and of what the term "advancement in life" might signify. Subject to that power the trustees were, after the shares became vested by the children coming of age, to pay the income to the two children in equal shares, and after their death upon trust for such of their children as they should appoint, and in default of appointment, upon the same trusts as those of the will, for the daughters' children. If the daughters had no children their shares were to go as they might appoint and in default of appointment to their next-of-kin. The defendant Fletcher was appointed a trustee of the will by order of the court in 1887. The defendant Clark became a trustee after the events in respect of which the claim in this action was made had taken place. The plaintiffs alleged that in 1887 the defendant Fletcher and his then co-trustee committed a breach of trust in advancing out of the capital funds £500 to Miss Durant and £250 to Mrs. Molyneux, under the circumstances mentioned in the judgment.

The action was tried without a jury at the last summer assizes at Liverpool and adjourned to London for further argument.

Kennedy, J., after stating the facts and referring to the terms of the will as stated above, said that the plaintiffs' claim was put upon the ground that the moneys paid to Miss Durant and Mrs. Molyneux in 1887 by Fletcher were not paid with the single view of "advancement," but with the view of the money being used for the benefit of Fletcher himself. Fletcher was a large creditor of Mrs. Molyneux's husband, and was pressing him for payment, and it was said that, though the money was nominally advanced under the power contained in the will, it was in reality advanced with the well-understood purpose that it should pass into the hands of Mr. Molyneux, to be used by him in reduction of his debt to Fletcher. In the first place his lordship thought it right to say that upon the construction which he placed upon the will there was no power to make any advance at all at the time at which this advance was made. It was clear on the authorities that where power was given to trustees to apply capital money for the advancement in life of a child, that power was to be construed according to a well-understood meaning. Undoubtedly instances occurred in reported cases where it was intended that the advance might be made at any time in the life of the beneficiary, and not within some strictly limited period. Where there was such an intention apt words, such as "or otherwise benefit," are always used to express it: *Re Kershaw's Trusts* (L. R. 6 Eq. 322), *Lowther* v. *Bentinck* (L. R. 19 Eq. 166). In this case the will provided that the money was to be advanced out of the "presumptive share." That meant that the advancement was to be limited to the time when the share was presumptive and not vested, and his lordship was fortified in that view by the statement in Davidson on Conveyancing, 2nd ed., vol. 3, p. 555, where, in dealing with the cognate subject of settlements, it was pointed out that the power of advancement should be extended to vested as well as to presumptive shares. His lordship was further of opinion that in spite of the very large powers of discretion given by the will to the trustees to determine what was "advancement in life" it was doubtful whether an advance of money for use by the husband in his business (quite apart from the question of the benefit to Fletcher) could be justified under the terms of the will, for the fund was to be held for the daughter's separate use without power of anticipation: see observations of Lord Hatherley in *Talbot* v. *Marshfield* (3 Ch. App. 622). His lordship came to the conclusion on the facts that, although the money was paid on the formal request of Mrs. Molyneux and her sister, it was perfectly well understood by Fletcher that the money was to be used in the husband's business for the purpose of repaying his debt to Fletcher. That was not a proper or justifiable exercise of the power of advancement: see *Duke of Portland* v. *Topham* (11 H. L. C. 32); *Humphrey* v. *Olver* (28 L. J. Ch. 406), but his lordship added that he had no doubt Fletcher believed that whatever the husband did was done with the full consent of the two ladies. Fletcher would therefore be ordered to repay the £250 advanced to Mrs. Molyneux; but that order would be without prejudice to any proceedings which Fletcher might take against Mrs. Molyneux (who was not a party to this action), she being a tenant for life assenting to a breach of trust. With regard to the £500 advanced out of Miss Durant's share, no relief could be given to the plaintiffs because their interest depended only on the possibility of Miss Durant dying unmarried, and without exercising her power of appointment, or intestate, and the plaintiffs being her next-of-kin: see *Clowes* v. *Hilliard* (4 Ch. D. 413), and *Stockley* v. *Parsons* (45 Ch. D. 51). The defendant Clark had taken no part in the breach of trust, but he had put in a defence to the action, siding with Fletcher and pleading that there had been no breach of trust. On that ground his lordship did not give Clark his costs, but he did not give costs against him. There would be a reference to the registrar for the appointment of new trustees.—Counsel, *W. F. Taylor*, Q.C., and *MacConkey; McCall*, Q.C., *Roteh*, and *H. Cuningham; Pickford*, Q.C., *Segar*, and *Cleave*. Solicitors, *Horrocks & Christian-Jones*, Liverpool; *Masters & Rogers*, Liverpool.

[Reported by F. O. Robinson, Barrister-at-Law.]

*Re* **THE MUNICIPAL ELECTIONS (CORRUPT AND ILLEGAL PRACTICES) ACT, 1884.** *Ex parte* **PENNINGTON.** Div. Court. 8th Feb.

Municipal Corporation—Election of Councillors—Return of Expenses—Liability to Make Return, although no Expenses were Actually Incurred—Municipal Elections (Corrupt Practices) Act, 1884 (47 & 48 Vict. c. 70), s. 21, sub-sections 4, 7.

In this case counsel moved *ex parte* that Mr. John Down Pennington might be relieved from the penalties imposed on him by sub-section 4 of section 21 of the Municipal Elections Act, 1884, for having inadvertently omitted to make return within the specified time of his election expenses. The fact was that Mr. Pennington being the only candidate at the last election of councillors for the Wellington Ward of the county borough of Hanley, he had incurred no expense whatever. A short time back the case of *Ex parte Robson* (18 Q. B. D. 336) was brought to his notice, in which a Divisional Court held that under precisely the same circumstances the candidate was liable unless a return was made as required by the Act. In that instance the court granted the relief asked. Section 21, sub-section 4, of the Municipal Elections Act, 1884, directs that after the expiration of the time for making such return and declaration, the candidate, after election, shall not, until he has made a return and declaration, or until the date of the allowance of such authorized excuse as is mentioned in this Act, sit or vote in the council, and if he does so he shall forfeit £50 for every day on which he so sits or votes to any person who sues for the penalty. By sub-section 7 of the same section it is provided that if the candidate applies to the High Court and shews that the failure to make such return and declaration has arisen by reason of inadvertence or on any reasonable cause of a like nature, the court may make such an order and declaration as to the court seems just.

The Court (Lawrance and Ridley, JJ.) decided that the relief sought ought under the circumstances to be granted.—Counsel, *A. J. Ram*. Solicitors, *H. G. Church*, for *Arthur Challinor*, Hanley.

[Reported by Erskine Reid, Barrister-at-Law.]

*Re* **THE MUNICIPAL ELECTIONS (CORRUPT AND ILLEGAL PRACTICES) ACT, 1884.** *Ex parte* **FRANCIS SMITH AND WARD.** Div. Court. 8th Feb.

Municipal Corporation—Election of Councillors—Printer's Name Omitted from Circulated Bills and Tickets—Penalty—Municipal Elections (Corrupt Practices) Act, 1884, ss. 14, 21 (7).

In this case counsel moved for relief under section 21, sub-section 7, of the Municipal Elections Act, 1884, from penalty incurred by Mr. Francis Smith, a candidate for the Northern Division of the Municipal Ward of Lambeth, and also on behalf of Mr. Ward, his printer. It appeared that certain posters had been issued with the name but not the address of the printer upon them, and that tickets, for which a penny each was charged, had been distributed by the supporters of the candidate upon which the printer's name had inadvertently not been published. Section 14 of the Municipal Elections Act, 1884, requires that every bill, placard, or poster having reference to a municipal election shall bear upon it the name and address of the printer, and that a candidate who permits the publishing or circulation of either without the printer's name thereon shall be guilty of having committed an illegal practice within the meaning of the Act, and liable upon summary conviction to a fine not exceeding £100. It was stated that Mr. Francis Smith had approved the draft of both the posters and the tickets in question, but being informed that the printer's foreman was used to election matters he had instructed him to correct the proofs and not submit them to him. So soon as the mistake was discovered the posters were cancelled and the tickets, as far as possible, recalled from circulation. [Lawrance, J.—Has objection been lodged by anyone to either the posters or the tickets?—No; nor is the present application for relief opposed by anyone.]

LAWRANCE, J.—This appears to me to be a case of inadvertence, and I think the relief asked ought to be granted.

RIDLEY, J.—I am of the same opinion.—COUNSEL, *Lacey Smith*. SOLICITOR, *R. H. Tatley*.

[Reported by ERSKINE REID Barrister-at-Law.]

**REG. v. ROSE.** C. C. R. 5th Feb.

CRIMINAL LAW—CONFESSION OF PRISONER—ADMISSIBILITY.

Case stated by the chairman of the Norfolk Quarter Sessions. The prisoner, who was employed by a farmer in the management of his farm, was charged with having stolen certain sheep, poultry, corn, chaff, and grass seeds, the property of his employer. In his evidence at the trial on the 12th of January the employer stated that, having reason to suspect the prisoner, he taxed him with the theft. It appeared that with regard to some of the stolen articles, the prisoner confessed voluntarily and without any inducement or threat being held out by any person in authority. Upon this he was pressed to make a clean breast as to the other matters. As to this the case stated: "On cross-examination the prosecutor admitted that when he asked the prisoner about the corn he might have said, 'You had better tell me about all the corn that is gone,' and he further stated that he would not swear that he did not induce the prisoner to confess about the corn." The nephew of the prosecutor, who was present at the interview, said that the prosecutor then "asked Rose to speak the truth, and said it would be better for him if he did so." The prisoner was convicted and sentenced to two months' imprisonment and bail was refused; bail was also refused by the committing magistrate on the 17th of November, since which time the prisoner had been in gaol.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and HAWKINS, MATHEW, LAWRANCE, and WRIGHT, JJ.) quashed the conviction.

Lord RUSSELL OF KILLOWEN, C.J., after stating the facts, said that, assuming that the statement made by the prisoner was made under circumstances which prevented it being given in evidence as a voluntary confession, the question arose as to what course the presiding magistrate ought to take. It was easier to say what he ought not to do than to define exactly what he should do. One thing was clear, and that was that he ought not to allow the whole of the evidence to go to the jury. Whether he ought to content himself with striking out the evidence and telling the jury to disregard it or whether he ought to discharge the jury and impanel a fresh one was not a matter which was now before the court. At any rate, it was clearly wrong to admit it all. The question, however, was whether the evidence in this case was such as ought to have been left to the jury or not. It was the opinion of the court that the evidence was not such as ought to have been left to the jury. The rule was a very old one that a confession of a prisoner in order to be admissible must be free and voluntary. If it be said to him that it will be better or worse for him if he do or do not confess the confession was not admissible: East's Pleas of the Crown, vol. 2, 659; *Reg.* v. *Baldry* (21 L. J. M. C. 130); *Reg.* v. *Jarvis* (1 C. C. R. 96); and *Reg.* v. *Thompson* (1893, 2 Q. B. 12). Counsel and solicitors conducting prosecutions should remember that a confession by a prisoner before it could be put in evidence must be affirmatively proved to have been made voluntarily, and they should be careful to make sure of their position in this respect when confessions of guilt formed part of the evidence on which they relied. Lastly, he thought it was a great pity that bail had not been originally accepted in this case by the magistrates, and it was a greater pity that that was not done by the quarter sessions when the case was reserved for this court. Bail was not intended to be punitive, but only to secure the attendance of the prisoner at the trial. Conviction quashed. COUNSEL, *Ernest E. Wild*. SOLICITOR, *W. A. Watts*, Huntingdon. *The Crown was not represented.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

**LONDON AND SOUTH-WESTERN RAILWAY CO. AND GREAT NORTHERN RAILWAY CO. v. BISHOP, PRATT, & CO. WARD & CO. (Third Parties).** Ridley, J. 29th Jan.

CONTRACT—CARRIAGE OF GOODS—ORDER TO DELIVER TO PERSONS OTHER THAN ORIGINAL CONSIGNOR—COST OF CARRIAGE—NOVATION.

This was an action tried before Ridley, J., without a jury. The plaintiffs claimed £44 5s. for the carriage of bricks from Newark to Twickenham. The defendants had a contract to supply some bricks to Ward & Co., builders' merchants. The bricks were ordered by the defendants from a firm at Newark, who consigned them, marked "carriage forward," to the defendants at Twickenham Station. On the arrival of the bricks at Twickenham Station the defendants gave an order to the London and South-Western Railway Co. to transfer the bricks "carriage forward" to Ward & Co. Subsequently Ward & Co. gave a similar order for the transfer of the bricks to one Tomlinson. The railway company delivered the bricks to Tomlinson, but he failed to pay the carriage. The railway companies now brought this action against the original consignees. Leave was given to the defendants to bring in Ward & Co. as third parties. It was contended for the defendants that there had been a novation, for the railway company had treated Ward & Co. as the owners of the bricks; in the alternative the defendants were entitled to an indemnity from Ward & Co. On behalf of Ward & Co. it was argued that if they were liable to indemnify the defendants, they were in turn entitled to be indemnified by Tomlinson.

RIDLEY, J., said that in his opinion the defendants, who were the original consignees of the bricks, were liable to the plaintiffs for the cost of carriage from Newark to Twickenham. The defendants' contention was that by reason of the fact that the defendants had ordered the goods to be transferred "carriage forward" to Ward & Co., and that Ward & Co. had in their turn by a similar document transferred the goods to the order of Tomlinson "carriage forward," the defendants had ceased to be liable to the plaintiffs for the cost of carriage. It was said that the railway company had accepted first Ward & Co., and then Tomlinson, as the consignees; that there was consequently a novation, and that the only person liable to the plaintiffs was Tomlinson, the ultimate consignee. It lay on the defendants to make good that position; for *primâ facie* the plaintiffs were entitled to make the defendants liable on the contract. The documents which had been produced might be regarded, in one view, as putting the one person in the place of the other. That was the foundation of the defendants' argument. The documents were, however, capable of the construction that the new consignees, Ward & Co. and Tomlinson, though they were accepted by the company as consignees, were added as it were to the original consignees. The company might have a right to treat all three as liable for the carriage, or only one. The question was, Which was the right view? His lordship was of opinion that, in the absence of more conclusive documents, the company could not be treated as having given up their claims against the defendants merely because they had accepted a transfer note which said, "Please deliver to So and So, carriage forward." The order did not go on to say that the person named was to be the only person whom the company were to accept, and there was no document from the company which did say so. It was quite true that if the company did deliver to Tomlinson "carriage forward," the document would be a complete protection to the company if it afterwards turned out that there was any dispute between the defendants and Ward & Co. as to who was entitled to the goods, and it was therefore to be observed that the document might be accounted for in that way, that it was a protection note to the company, giving them authority to deliver to a person other than the original consignee. The authorities seemed to establish that in cases of novation there must be a clear acceptance of the new party to the contract. A mere dealing with a new person in such a way as to make him liable, in addition to the original party to the contract, was not sufficient. An intention must be shewn to accept the one in lieu of the other. His lordship did not think the company had done that. They had no doubt written by their agent: "I presume I am to apply to Mr. Tomlinson for the carriage charges." That was not enough. They did not say, "We accept Tomlinson instead of the defendants." The company did apply to Tomlinson, but he failed to pay. Then they applied to Ward & Co. with a like result. In his lordship's opinion something more than an application such as that was necessary to discharge the defendants. The defendants were therefore liable to the plaintiffs in this action, but they were entitled to be indemnified by the third parties, without prejudice to any rights which the third parties might have over against Tomlinson. Judgment for the plaintiffs. —COUNSEL, *Acland*; *Clavell Salter*; *Moyses*. SOLICITORS, *Bircham & Co.*; *C. G. Scott*; *Coote & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

# LAW SOCIETIES.

## THE GENERAL COUNCIL OF THE BAR.

FURTHER REPORT ON THE CONDUCT OF CIVIL BUSINESS IN THE QUEEN'S BENCH DIVISION.

The General Council of the Bar have had under their consideration the report of the Legal Procedure Committee of the Incorporated Law Society (adopted by the Council of that society on the 21st of January last) on the recommendations of the Bar Council contained in their report dated the 5th of August, 1897. The Bar Council are glad to notice that the Council of the Incorporated Law Society agree entirely in all the allegations formulated in the report of the Bar Council against the present method of procedure in the Queen's Bench Division, and substantially concur in the conclusions and suggestions of the Bar Council. At the time of publication the report of the Bar Council was received with marked professional approval and attracted much public attention. Under these circumstances the Bar Council desire to express their regret that no steps have been taken by the authorities to give effect to the recommendations contained in that report. A cursory examination of the circuit paper for the current winter assizes and the Hilary sittings paper for London will show that the arrangements overlap and conflict in such a way as to prevent the continuous sittings of an adequate number of courts in London, whilst for a portion of the sittings no provision at all is made for a judge to sit in the Commercial Court or at judges' chambers. The Bar Council would point out that the arrears of business in the division appear to be steadily increasing. At the commencement of the Trinity sittings, 1897, the number of casues and matters for trial was about 792, whilst at the commencement of the Hilary sittings, 1898, the number was about 987, and the opinion is expressed in the report of the Incorporated Law Society that not only is the business now increasing but must go on increasing. Nothing, however, has been done by the appointment of commissioners to go on circuit or otherwise to relieve the judges, whereas judges required to be in town as arranged have been unexpectedly taken away from London to supply accidental vacancies on circuit. The Bar Council especially refer to Mr. Justice Channell, called away to fill the place of the late Baron Pollock upon the South-Eastern circuit during his illness, to Mr. Justice Bruce going to assist Mr. Justice Wills at Lancaster, and to Mr. Justice Ridley taking the place of Mr. Justice Darling at Guildford. Whilst acknowledging that substantial progress has been made with the work during the past month the Bar Council would again emphatically express their conviction that the present staff of judges of the Queen's

Bench Division is not sufficient to meet the requirements of London and the circuits contemporaneously (that is to say, almost throughout the legal year) and to provide for the accidents of illness and other contingencies which from time to time remove judges from active work. The Bar Council would call particular attention to the suggestion of the Incorporated Law Society for the appointment of a master of the lists whose duty it should be to arrange and group causes in particular courts, and to their unanimous recommendation for the total abolition of Divisional Courts.

Feb. 7.

## WORCESTER AND WORCESTERSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting was held at the Law Library, Worcester, on the 31st of January. The members present were: Messrs. F. R. Jeffery (president), F. Corbett, J. H. Yonge, T. G. Hyde, W. P. Hughes, E. A. Davis, T. R. Quarrell, R. A. Essex, H. March, W. T. Curtler, T. H. Gallaher, A. E. Lord, G. F. S. Brown, J. Stallard, jun., A. A. Maund, T. G. Dobbs, S. B. Garrard (honorary treasurer), and W. B. Hulme (honorary secretary).

The report of the committee and the honorary treasurer's accounts for the past year were received and adopted, and the following officers of the society were re-elected for the ensuing year—namely: President, Mr. F. R. Jeffery; vice-president, Mr. W. W. A. Tree; honorary treasurer, Mr. S. B. Garrard; and honorary secretary, Mr. W. B. Hulme.

Messrs. T. Southall, F. Corbett, E. A. Davis, J. H. Yonge, and A. J. Beauchamp were re-elected members of the committee, in addition to the officers of the society, and Messrs. G. F. S. Brown and W. T. Curtler were re-appointed auditors.

The following are extracts from the report of the committee:

*Members.*—The society now consists of fifty-four members and seven subscribers, as compared with fifty-two members and eight subscribers at the end of last year.

*Land Transfer Act*, 1897.—A Bill drawn, meeting many of the objections to previous Bills, was introduced in the House of Commons last session. It was not opposed by the Incorporated Law Society and in due course it became law. Your committee, whilst recognizing the important modifications and alterations in the Bill as compared with the Bills previously introduced, deprecated its making the registration of titles compulsory, and advocated the consolidation of the law, and passed a resolution to that effect which was in due course forwarded to the Incorporated Law Society. The Act as passed provides that the experiment of compulsory registration shall, in the first instance, be confined to the whole or part of one county, the county council of which is willing to adopt the Act. The desirability of the adoption of the Act in the county of Worcester came up before the county council in September last, and was referred to the General Purposes Committee of the council for consideration. Your committee thereupon passed a resolution to the effect that opposition to the Act by the profession was withheld upon the ground of its experimental character, and suggesting that it should not be tried in the county of Worcester until it had been first tried in some other district, and found to be for the good of the community. It is understood that subject to the approval of the county council of London, the Act will first be tried in the county of London, or a part thereof, a pledge to that effect having been given when the Act was passed. The committee are of opinion that the provisions of the Act as to the registration of the title to land, will not, when tried, prove to be to the advantage of the public. In the meantime, in order to render such provisions still more unnecessary, your committee feel that the profession should do their best to promote and secure the passing of all such well-considered amendments of real property law as will tend to simplify conveyancing. That part of the Act establishing a real representative is of much importance and will require the careful attention of practitioners. It came into operation on the 1st of January, 1898.

*Stamping debentures.*—It has been decided in the case of *Rowell* v. *Commissioners of Inland Revenue* (2 Q. B. 423), that where there is an obligation to redeem debentures at a premium, the debentures must be stamped to cover the premium as well as the amount secured. This does not apply to a mere option to redeem. The Inland Revenue have expressed their willingness to allow companies to pay the additional duty against a receipt specifying the debentures covered by the payment, and the debentures will, on production, be stamped without penalty.

*Trustee solicitor's costs.*—It is understood that, as a result of communications which have passed between a member of the Liverpool Law Society and the Controller of Inland Revenue no claims will be made for legacy duty on the proper costs of solicitor trustees who have express power under the will to make the usual professional charges. In connection with these costs, it may be noted that a solicitor trustee who defends a creditor's action where the testator's estate is insolvent is not entitled to his profit costs (*Re White, Parnell* v. *Franklin*, SOLICITORS' JOURNAL, Jan. 22, 1898).

*Receipts for deposits on contracts for sale.*—The result of a correspondence with the Controller of Inland Revenue has been to elicit the opinion that where the receipt for the deposit on a contract for sale is in effect distinct from the contract itself, and is signed by the person receiving the money "as stakeholder," it must be stamped with the duty of one penny. The society's form of contract comes within this rule.

*County Court Rules.*—In March last new rules were issued which, in the opinion of your committee, in common with that of most of the societies throughout the kingdom, were calculated to harass and delay plaintiffs in the recovery of their just demands. In conjunction with such societies your society protested against the rules, and they were withdrawn. Further rules have been drafted and have been considered by your committee. Such rules are an improvement upon those previously issued, but your committee are of opinion that they might with advantage be further altered so as to allow plaintiffs to enter plaints within the district in which the cause of action in whole or part arises in cases where more than one application has been made to the defendant without any denial of liability. A resolution to this effect has been forwarded to the Incorporated Law Society.

## UNITED LAW SOCIETY.

Feb. 7—Mr. C. W. Williams in the chair.—After the transaction of private business, Mr. P. H. Edwards moved: "That the decision of the Court of Appeal in *Hunt* v. *Hunt* (67 L. J. R., Q. B. D. 18) was right." Mr. J. W. Weigall opposed. The debate was continued by Messrs. J. F. W. Galbraith, W. J. Boycott, A. W. Sells, and Neville Tebbutt. Mr. P. H. Edwards replied. The motion was carried by one vote.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on the 9th of February, Mr. Henry Morten Cotton in the chair. The other directors present being: Messrs. W. F. Blandy (Reading), William Geare, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), Richard Pennington, J.P., Sidney Smith, Richard W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). It was announced that the anniversary dinner of the association had been fixed for Wednesday, the 15th of June, at the Whitehall Rooms, Hôtel Métropole, when Joseph Addison, Esq., had consented to preside. A sum of £476 10s. was distributed in grants of relief, eight new members were admitted to the association, and other general business transacted.

# LAW STUDENTS' JOURNAL.

## INCORPORATED LAW SOCIETY.

### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 17th and 18th January, 1898:

Adgie, John
Allen, Ernest
Badham, Lewis George
Baker, Harold
Baker, Hugh Bernard
Bates, Ernest Lionel
Beach, Ellis Hicks
Beach, Henry Granville
Benson, Ralph Herbert, M.A., B.C.L.
Blewitt, Matthew Clive
Bowman, John Broughton
Bradford, William James
Brierley, George Herbert
Brigg, William Anderton
Butterfield, Frank Wildman
Capel, Ernest Amphlett
Cleaver, Harry Reginald
Cooper, Charles D'Oyley, B.A.
Cornock, David Stroud
Cottier, Charles Edward
Cox, Thomas Berridge
Crerar, Alfred
Cresswell, William Warneford
Crisp, John Wilson
Crombie, Norman Thompson
Crook, Algernon
Darch, Francis William
Davies, Arthur
De Frece, Alfred
Dixon, Clive Fletcher
Druce, Francis, B.A.
Dyson, William Ellis
Eastley, John Beckley
Ellis, Ernest Haughton Radcliffe, B.A.
Evans, Richard William Picton
Evans, Thomas Henry Royston
Everett, Isaac Arthur Huskisson, B.A.
Everitt, Clement
Ferens, John Johnson Till
Findlay, John, B.A.
Franckeiss, John Henry
Freeman, Bertram Seyntcler
Frith, William Alfred
Gatey, George
Glaisyer, John
Glanley, Ernest David
Glover, Alfred Ernest
Guedalla, Jacob
Gunn, Herbert Oswald, B.A.
Hadfield, Ernest
Hand, Thomas
Hanne, Herbert Curtis Lee
Harris, Sydney Edmund
Hartland, Linton Sidney
Henning, Edward Nares, B.A.
Henriques, Ralph Quixana
Hind, Robert Barrow
Hodgson, George Edgar, B.A.
Hollebone, Oswald Frederick, B.A.
Holt, Arthur
Hunt, Walter John
Jenkins, Ralph Percival
Jennings, Thomas
Johnstone, Leopold Foster
Jones, Aneurin
Jones, John Eustace
King, Hugh John
Kite, Edward Bagehot
Leach, Basil
Leonard, Harry
Lermitte, Claude Sutton
Lewis, Evan David, B.A.
Lewis, James Hubert
Lockett, George Gordon
Lowenthal, Sidney, B.A.
Luxmore, Launcelot Alfred, B.A.
McLellan, John Stuart
Maidment, Leonard Rodolph
Manks, George Henry
Marchant, William Augustus
Marquis, Robert
Mather, Charles Leonard
Maudling, George Terry
Mead, Philip Clement
Meade, Francis Henry, B.A.
Meaden, Louis
Minton-Senhouse, Alfred Darby
Morris, Percival Darter
Mumford, Guy Tallent
Newey, Edwin
Newman, Joseph Harker
O'Donnell, Patrick Michael
Ord, William Henry

Owen, Fearnley Wells, B.A.
Owen, Reginald John
Parry, Alfred Ivor
Peel, John Douglas, B.A.
Phillips, John Lewis
Pritchard, Herbert Arthur
Pumfrey, Henry
Punchard, James Septimus
Pyke, Manuel Castello
Rawlings, Clement Harry
Reid, George Rodhouse
Richards, Martin Rees
Richardson, Percival Blythe
Roberts, Francis Edmund Villeneuve Russell
Robinson, John James, B.A.
Roffey, Edgar Stewart
Schwabe, Horace Foster
Sewell, Hubert Woodville, B.A.
Shaw, Frederic John
Shaw, John Vincent
Shelton, Edward Lyon
Shillitoe, Francis Rickman
Sisson, Frank
Smith, Hampden
Spencely, Hugh Despenser
Steel, Thomas Samuel
Taylor, Gilbert John
Taylor, John
Taylor, Stafford, B.A.
Taylor, Walter Elderidge
Teck, Henry Comer, B.A.
Tucker, Robert Ernest
Turner, Henry Hawkins, B.A.
Upton, Archer Mowbray, B.A.
Vincent, Charles Worsley
Vulliamy, Lionel Hastings
Ware, Francis Henry, B.A., LL.B.
Watson, Leonard Burton
Wenham, Walter John
White, Charles
White, Frederick
Whitehouse, Francis Henry
Whittingham, Joseph Parton
Whitworth, Reginald
Wightman, Henry Worthington
Wilkinson, James Reginald
Williams, Arthur John
Williams, Daniel
Williams, Frederick George
Williams, John Larden, B.A.
Williams, Rowland Charsley
Windeatt, Francis Knowles
Winser, Joseph Croydon
Winterbotham, Reginald John
Worth, Edward Lyttleton
Youll, John Harold
Young, George

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 19th of January, 1898:—

Alexander, Ernest Arthur
Almond, Arthur James
Anderson Joseph Baker
Anthony, John Randolph
Attwood, William
Barnes, Harold Douglas
Beale, John Field, B.A.
Bell, John Sackville
Booth, Ernest George
Boulton, Walter Mountford
Briggs, Edgar Frederick Hayward
Brooks-Hill, Frederick
Browne, Bertie Frederick
Burrows, Sterndale, B.A.
Cary, Charles Frederick
Church, Frederick Basil Braby
Clarke, Lionel William, B.A.
Coburn, Francis Isaacs
Davies, Hugh Christopher
Dawson, Herbert Milner
Demaine, Hanson Anthoney
Dickinson, Godfrey Nix, B.A.
Donald, Stuart Burton
Duck, William Birdsall, M.A.
Duke, Joseph
Edmunds, Frederick William White
Evans, John Richard
Fahey, James Stadden
Fenton, James Marriott
Fenwick, Edgar Arbuthnot
Fisher, Charles Stanley
Forster, Harold
Garle, Henry Ernest
Gash, Percy Reginald Frederic
George, John Edward Morgan
Gibson, William Henry Peruzzi
Goldie, Robert Henry
Goodman, Geoffry Garland, B.A.
Greenbank, William Percy
Greenhalgh, William Witham
Gregory, James Langdale
Harrison, Charles Reginald
Hayward, Evan
Henderson, Malcolm John
Hepworth, Charles Bradney
Hett, Francis Paget
Higson, Thomas Atkinson, B.A.
Hillis, Thompson, B.A.
Hilton, Robert
Isherwood, John Bradshaw
Johnson, Reginald Powell
Jones, Harry Charles Davenport
Jones, Osman Wynne
Knight, Albert Vincent
Lake, Francis John Cleverly, B.A.
Lewis, Frederic Gustave, B.A.
Linton, James Mitchelson, B.A.
Llewellyn, Frederick
Lloyd, Thomas Mitchell
Lunn, Robert
MacDermott, Edward Terence, B.A.
McTurk, John
Mawson, Harry Antony Plevna
Middleton, Thomas Henry
Miller, Edward Morgan
Munro, George Cecil
Murphy, James
Naylor, Arthur Henry
Needham, John Windsor
Nevile, Edward Farington
Newbold, Bertram Clarke
Newton, Charles Edward
Nicholson, Joseph Arthur
Nicol, Philip Stewart, B.A.
Parfitt, Aldhelm
Poulter, Horatio Orlando
Ram, Francis Robert
Ratcliff, Frederick Rowlinson, B.A.
Rawson, John Busfield
Read, Alfred William
Read, Ernest Sabine
Render, John William
Rodwell, William James
Russell, Arthur
Russell, Thomas George
Sewell, Cyril Otto Hudson Hull
Shepherd, Charles Edward
Sherwin, Alfred Inman
Smallpiece, Ferdinand William
Smith, Frederick Bernard, B.A.
Smith, Wilfred
Stokes, Alexander Huddleston
Stuart, William
Swindells, John Robinson
Thomas, George Ernest
Thompson, William
Thorn, George Herbert
Tilly, William
Topham, Walter
Troup, Arthur Malcolm
Vernède, Charles Oscar
Walker, James
Walker, James Lomas
Wharton, Norman
Whitehead, William Hingeston, B.A.
Whitwell, Arthur Percy, B.A.
Wise, Louis
Woolf, Benjamin Arthur

## LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 1.—Chairman, Mr. C. A. Anderson.—The subject for debate was: "That the case of *Fielding & Co. v. Corry and Others* (L. J. Q. B., 1898, p. 7) was wrongly decided." Mr. W. S. Fitton opened, and Mr. A. W. Watson seconded, in the affirmative; and Mr. A. Simon opened, and Mr. R. A. Gordon seconded, in the negative. The following members also spoke: Messrs A. Baker, W. B. King, F. S. Gaylor, A. Jolly, J. H. Bate, J. S. Wilkinson, A. W. Sells, N. Tebbutt, and A. E. Clarke. The motion was carried by the casting vote of the chairman. There were forty-three members present, and two visitors.

Feb. 8.—Chairman, Mr. Rupert Blagden.—The subject for debate was: "Impromptu Debates."

## THE GREAT SEAL.

THE February number of the *Pall Mall Magazine* contains the conclusion of two interesting articles on the history of the Great Seal. In the course of the article the writer says that prominent amongst the many adventures of Great Seals is that which befel the first Seal of George III., held by Lord Thurlow. Lord Campbell narrates that in March, 1784, the Government decided to dissolve Parliament, and that while the necessary preparations were being made the metropolis was thrown into consternation by the news that the Great Seal had been stolen; and many persons imagined that for want of it all the functions of the executive Government must be suspended. "The truth was, that very early in the morning of the 24th March [1784], some thieves did break into Lord Thurlow's house in Great Ormond-street, which then bordered on the country. Coming from the fields, they had jumped over his garden wall, and forcing two bars in the kitchen window, went up a stair to a room adjoining the study. Here they found the Great Seal . . . two silver-hilted swords . . . . and a small sum of money. With the whole of this booty they absconded." The thieves were never traced, and a new Seal was ordered on the same day that the burglary occurred. Such expedition was used that by noon the following day the new Great Seal was finished in a rough fashion, and a special Order in Council was then made to authorize its use. The fourth seal of George III. also met with a strange adventure: "In the autumn of 1812 the Seal was with Lord Eldon at his country home at Encombe, when a fire broke out. On being awakened, Lord Eldon's first thought was the preservation of the Great Seal. He seized it, ran into the garden, and hastily buried it under the mould of one of the flower beds. When now he looked around him he saw what he afterwards described as 'a very pretty sight, for all the maids' had 'turned out of their beds and' by the flickering light of the flames could be seen standing in 'a line from the water to the fire engine, handing buckets.' Lord Eldon was so confused by the whole affair that when in the morning he went to dig up the Great Seal he could not remember where he had buried it. The importance of recovering the Seal caused him to set all the family at work, and he subsequently wrote, 'You never saw anything so ridiculous as seeing the whole family down that walk, probing and digging till we found it.'" . . . George IV. had one Seal only, and when William IV. succeeded him there was some contention as to the disposal of the pieces of the defaced Seal of George. The difficulty came out of the fact that when William's Seal was ordered (August 4th, 1830), Lord Lyndhurst was Chancellor, but when it was finished and ready to take the place of George IV.'s Seal (August 31st, 1831), Lord Brougham was Chancellor. Lyndhurst claimed the old Seal on the ground that the transaction must be referred back to the date of the order for the new Seal, and that the fruit must therefore be considered as having fallen in his time; while Lord Brougham insisted that the point of time to be regarded was the moment when the old Seal ceased to be the *clavis regni*. The matter was submitted to William IV., and he—as the Great Seal consists of two parts, the *Seal* and the *Counter-seal*—gave one part to each Chancellor. Greville, in his Memoirs, gives the following account of the incident: "King William IV. is a queer fellow. Our Council was principally for a new Great Seal, and to deface the old Seal. The Chancellor [Brougham] claims the old one as his perquisite. I had forgotten the hammer, so the King said, 'My Lord, the best thing I can do is to give you the Seal and tell you to take it and do what you like with it.' The Chancellor said, 'Sir, I believe there is some doubt whether Lord Lyndhurst ought not to have half of it, as he was Chancellor at the time of your Majesty's accession.' 'Well,' said the King, 'then I will judge between you, like Solomon: here' (turning the Seal round and round), 'now do you cry heads or tails.' We all laughed, and the Chancellor said, 'Sir, I take the bottom part.' The King opened the two compartments of the Seal, and said, 'Now then I employ you as Ministers of State. You will send for Bridge, my silversmith, and desire him to convert the two halves each into a salver, with my arms on one side and yours on the other, and Lord Lyndhurst's the same, and you will take one and give him the other, and both keep them as presents from me.'" . . . The first Seal of Victoria was used from July 13th, 1838, to January 23rd, 1860, and when it was defaced the seal went to Lord Campbell. The Chancellor, however, sent one side of the Seal to Lord Chelmsford, his predecessor in office and his political opponent. The second Great Seal was in use from January 23rd, 1860, to August 14th, 1878, and its design was identical with that of the first Seal. Lord Cairns took the pieces, and presented one side to the Earl of Selborne, his immediate predecessor in office. The third Great Seal of Queen Victoria is identical with the two others, no alteration in the design of any of Victoria's Seals having been made. It came into use on August 14th 1878. This Great Seal cost £500 to £600, and a year and nine months were spent on engraving it; the Seal is made of silver, and weighs sixty ounces. It is the emblem of sovereignty—the *clavis regni*—the only

instrument by which, on solemn occasions, the will of the Queen can be expressed. Absolute faith is universally given to any document purporting to be under the Great Seal, as having been duly sealed with it by the authority of the Sovereign.

## MR. JOHN CUTLER, Q.C., ON THE TRIAL OF COMMERCIAL CASES.

At the monthly dinner of the Article Club, held on the 2nd inst., Mr. John Cutler, Q.C., in opening the debate on "Commerce and Law," said he rose to do so with many feelings of misgiving. The subject was one of too great magnitude for exhaustive treatment in an after-dinner speech. He wished at once to say that the speakers who followed would have perfect liberty to speak on any phase of the question which they chose. It would be a waste of time for him to indulge in platitudes as to commerce, or in an academic discussion of law, but he would try to state briefly what had recently been done to bring the law and the administration of it into harmony with the requirements of commerce, and conclude with some remarks as to what ought to be done in the future to improve the existing state of affairs. Before doing so he would justify his action in linking commerce and the law, because commerce and the law were undisputably united in fact. Commerce owed much to the ægis of the law, and legitimate commerce could not flourish in any country where there was not a good administration of commercial law and competent tribunals for dealing with business disputes. But the legal profession also owed much to commerce. It was well known that commercial prosperity and legal prosperity advanced hand in hand, and legal depression followed closely in the footsteps of commercial depression. He wished to remind the company that England had been for centuries the premier commercial country of the world, and if it was to remain so those engaged in commerce must not rest on their laurels. He was conscious that what he was going to say had been said before in weightier words and by abler tongues; but he always thought that the fable of the lion and the mouse afforded great encouragement to everyone who had the welfare and prosperity of his country very near to his heart; and though the arguments he was about to advance had been hammered in a far more effective fashion by others, yet he hoped the tap of his puny hammer might not be without some good results. The day had gone by when our commercial supremacy was envied, but not disputed; we have now in the field of commerce powerful and energetic competitors striving to get our trade from us. The efforts of those competitors up to the present time had met with a certain amount of success, and we could not shut our eyes to the fact. We must remember, however, that it is necessary for England to strain every nerve to keep well ahead in the race for commercial supremacy. We had to contend not only with the rivalry abroad, but also with difficulties at home. It was of no use employers of labour attempting to compete with rivals abroad if they were to be hampered at home by those whom they employed. The country had just seen the termination of the engineers' strike, and the loss from that strike to employers of labour was one which no amount of statistics could adequately show. The loss to the employed was also very great, and one which could scarcely be approximated, but the loss to the country in driving away trade was incalculable. He must venture to express the hope that the lesson of that strike would not be entirely lost. He hoped that the operatives would specially recognise that by driving trade out of the country they were diminishing the fund from which they drew their wages. He hoped, also, the working classes would be sufficiently intelligent to recognise that if they are to successfully compete with the workmen of Germany and Belgium they can only do so by putting in their best work, and by levelling up instead of levelling down the character of that work. Now he would point out what had been done in the last ten or twelve years to bring the law and its administration into harmony with the requirements of the commercial community. First, as to the administration of the law, The law's delays had become proverbial, and litigation had become almost treated as an expensive luxury. Commercial men, not knowing when their cases were likely to be heard, began to fight very shy of the courts of law. They would almost submit to anything, and preferred the "grin and bear it" policy or the clumsy expedient of arbitration to settle their differences. He was happy to say, however, that that condition of affairs had passed away to a large extent. The change was not due to any action of the Legislature, but to a scheme which came into operation about three years ago. Her Majesty's judges of the Queen's Bench Division, on February, 1895, promulgated a scheme for the speedy trial of commercial cases. That scheme had been in operation since March 1st, 1895, and, so far as he had been able to judge, it worked admirably. The number of cases heard under it was large and had considerably increased, and he believed the number would increase still more if its existence was more widely known by commercial men. The principal advantages of the scheme were that it combined cheapness with expedition, and that the parties to actions knew almost to a certainty the exact day on which their cases would come on for trial. Further, they had in the majority of cases a voice in selecting the date on which a case was to be heard. There might be many in that room who were perfectly familiar with the working of the Commercial Court scheme, and many, probably, who knew a great deal more about it than he did. But he ventured, for the benefit of those who were unacquainted with the scheme, to give an outline of the way in which it worked. It was solely for the trial of commercial causes, which had been defined as including those arising out of the ordinary transactions of merchants and traders; amongst others those relating to the construction of mercantile documents, the export or import of merchandise, affreightment, insurance, banking, mercantile agency, and mercantile usages. Directly an action of this kind was commenced application could be made to the judge who was told off to take these cases to transfer it to the commercial list, and, at the same time that he did so, the judge gave directions that the points of claim and of defence shall be delivered so that it should be at once apparent what were the matters at issue. The judge also settled whether the case was to be tried by jury or not, and fixed a day for the trial. On that day, as a general rule, the case would come on. There would, ordinarily, be no pleadings, and none of the interlocutory proceedings which involved so much delay and expense in an ordinary case, although the judge had full power to allow them to be resorted to if justice required it. Under that system it would be seen there must be a great saving of time in bringing a commercial case to a termination, and he was told that the average time for disposing of a commercial case from the period when it was commenced up to the obtaining of judgment was about six weeks. That was the usual time, but in special circumstances, where it was necessary to dispose of a case quicker, the desired result could be obtained in a much shorter period. He would give them one or two instances of what had been done in the Commercial Court. The first was a case of a charterparty dispute which arose in March, 1895. The writ was issued and the action commenced on the 18th of April; it was transferred to the Commercial Court on 26th of April; it came on for trial on 7th of May; the trial took three days, and was all over on 9th of May. In another case, there was an action commenced on the Monday before last Christmas, the question involved being one of agency. Everything was at a deadlock in the business until the question was disposed of, and to make matters worse the Christmas vacation was close at hand. It was interesting to know that that case which began on the Monday was disposed of on Christmas Eve, four days after it had been commenced. If that were not quick enough procedure, he would give them another instance. There was a dispute upon a marine policy. It was very important to save demurrage on the cargo abroad. The writ was issued at one o'clock on a Monday, taken to the judge who said, "Serve it to-day, and I will hear the case to-morrow at 10.30." He did so, and the decision of the judge went out by the Tuesday night's mail. The place where the decision had to go was served by a fortnightly mail, so if it had not gone when it did, there would have been a considerable amount more of demurrage to pay on the cargo. He had shown, he thought, that the proceedings of the Commercial Court were very expeditious. He now wished to point out that the obstruction which formerly was a great source of delay was much less possible under the new system. He would give an illustration of that. There was an action brought on a marine policy. The defence was deviation from one port in China to another port in China. The log book of the ship being in China could not be produced, and an order was obtained by the defence to stay the proceedings until the log book was produced. The plaintiff then applied to have the case transferred to the Commercial Court, which was done. For the defence attention was called to the order to stay, but the judge decided it was not necessary to wait for the log book, as there was a copy of the material entry in the log book to be found on the average adjustment, and so there was enough material before the court to proceed upon. As a result, the action was tried and adjudicated upon within fourteen days from its transfer to the Commercial Court. In the matter of expense the system under consideration was very satisfactory. It saved a great deal of costs, particularly by avoiding the interlocutory applications, and the proceedings were rendered much less complicated, and therefore less expensive. He knew of a case in which some important questions upon fire policies arose. Both sides concurred in submitting the case to the Commercial Court. In the result the costs of the proceedings amounted to £45 aside, whereas on the old system they would have been from £250 to £300. Such was the system briefly described, and he was sure it only required to be more generally known to become more generally resorted to. He would give them one more instance. A solicitor had told him of a case in which a client came to him in reference to a commercial dispute, and was advised that he was on the right side and ought to bring an action. The client said, "I am not going to bring an action when probably it will not be tried for a year or so." The solicitor said, "When would you like it tried?" The client said he would like it tried in a week. The solicitor said he could not get the case tried quite so soon, but he thought he could ensure its being tried in about three weeks. The action was brought and the case was tried and completely disposed of within three weeks.

## LEGAL NEWS.

### APPOINTMENTS.

Mr. Wilfrid Gibson, solicitor, Hexham, senior member of the firm of R. & W. & J. Gibson, of that town, has been appointed Clerk to the County Magistrates for both Tindale Ward and Bellingham Divisions. He has also been appointed by Sir Edward W. Blackett, Bart., the lord of the manor, Steward of the Manors of Henshaw, Melcridge, Ridley, and Thorngrafton. Mr. Gibson was admitted Easter, 1871.

Mr. Jasper Gibson, LL.B. (Lond.), solicitor, Hexham, junior member of the firm of R. & W. & J. Gibson, has been appointed Clerk to the Tyne Salmon Conservancy Board, in succession to his late father, Mr. Richard Gibson. Mr. Jasper Gibson was admitted February, 1886.

Mr. William Charles Trevor, solicitor, of Guisborough and Northallerton, has been appointed Clerk of the Peace and Clerk of the County Council of the North Riding of Yorkshire. He was admitted in Trinity Term, 1866, and has been deputy clerk of the peace since 1872, and deputy clerk of the county council since its formation in 1889.

The Council of Legal Education have appointed Mr. J. R. V. MARCHANT and Mr. J. M. GOVER, barristers, Members of the General Board of Examiners.

## CHANGES IN PARTNERSHIPS.

### DISSOLUTIONS.

EDGAR ALEXANDER BAYLIS and ROBERT PEARCE, solicitors (Baylis & Pearce), Church Court chambers, Old Jewry, and Cripplegate Institute, Golden-lane, London. Jan. 31. The said Robert Pearce will continue to carry on the said business under the style of Baylis, Pearce, & Co.

EDWARD BROWNLOW HAYGARTH and CHARLES ARTHUR LAWRENCE, solicitors (Haygarth & Lawrence), Cirencester. Dec. 31.

[*Gazette*, Feb. 4.

## INFORMATION WANTED.

FRANCES MATILDA UNWIN.—A reward of £100 will be paid to any person giving such information as will lead to the recovery of the last will of Mrs. Frances Matilda Unwin, widow, deceased, who, since 1890, chiefly resided in Kensington, London, but before that date, and occasionally afterwards, at Brighton and Bath. Information to be given to Messrs. Pontifex, Hewitt, & Pitt, solicitors, No. 16. St. Andrew-street, Holborn-circus, London.

## GENERAL.

The *Pall Mall Gazette* says that Mr. J. Davies-Williams, town clerk of Southport, and formerly deputy town clerk of Cardiff, who was awarded the gold medal at the recent examination for the degree of LL.D. of London University, is the first Welshman who has achieved that distinction.

A return prepared by Mr. F. S. Jackson, the registrar of the Mayor's Court, of actions tried before that court last year shews that 410 suits were heard, of which 131 came before the recorder, 243 before the common serjeant, and 36 before the assistant judge. Of these 328 resulted in a verdict for the plaintiffs and 58 for the defendants, 13 non-suits were entered, and in 11 the juries were discharged or the cases withdrawn. The suits involved sums ranging between £2,300 and £10.

The Judicial Committee of the Privy Council resumed their sittings on Wednesday. Their first list of causes contains 19 appeals for hearing—namely, from New South Wales four, Bengal three, Madras three, Bombay two, Oudh two, and Allahabad, Canada, New Zealand, Constantinople, and Ontario one each. There are also two petitions for the extension of letters patent to be heard, and three judgments to be delivered in colonial appeals.

By the death of Mr. John Fish Pownall, says the *St. James's Gazette* which took place this week, at his residence in Russell-square, the Bar loses one of its oldest members, the deceased gentleman having been admitted a student of Lincoln's-inn as far back as November, 1840, and called to the Bar there in November, 1843. Mr. Pownall was a justice of the peace for Middlesex, and was in his eighty-first year. He had, however, retired from practice at the Bar for some years past.

The ceremony connected with the introduction to the House of Lords of the Lord Chancellor on his elevation to an earldom is thus described by the *Daily News*: "His manner of introduction was unique. He was on the Woolsack wearing his black robe when the announcement of his new honour was made; but he departed at once, carrying his own official purse instead of leaving it to the Purse Bearer. Immediately afterwards Viscount Tiverton and Earl of Halsbury returned with reinforcements, the whole band arrayed like Solomon in all his glory. First came Black Rod, then the King-at-Arms, next the Earl Marshal (Duke of Norfolk), afterwards the Great Chamberlain (Lord Ancaster), and finally Lord Halsbury, with his sponsors, the Earls of Coventry and Jersey. This gorgeous procession paced with stately step and slow towards the Throne, bowing plentifully as they went. Now came the particular in which the introduction differed from others. Had the chief performer not been Lord Chancellor, he would have been led to the Woolsack, there to present his patent to the occupant of that awkward seat; but as the Earl of Halsbury could not march up to himself, he went to the Throne, from round which the railings had been specially removed, knelt on the foot-stool, and deposited his roll of parchment on the Throne itself, King-at-Arms in his blazing tabard critically superintending the performance, while the rest of the band stood at the foot of the steps. Then the procession re-formed, wended its way to the table where one of the clerks took Lord Halsbury's patent, a fine large parchment, splendidly illuminated with coats of arms, and read it so that nobody but the nearest persons could tell what he said. Thereupon the pilgrimage was continued to the front bench third from the Throne—the Earls' bench for ceremonial purposes, but used by any peers on ordinary occasions. There the new earl and his sponsors seated themselves, rose and bowed to the Throne, repeating the movements a second and a third time, the four officials standing opposite them and bowing in unison. If the central figure had not been Lord Chancellor, he would have got no further, but his office gives him precedence over all other peers but the Archbishop of Canterbury and members of the Royal Family. Therefore he marched with his escort to the Dukes' bench—the front one nearest the Throne on the opposite side—where the sitting, standing, and bowing were repeated. Finally he seated himself on the Woolsack.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Appeal Court No. 2. | Mr. Justice North. | Mr. Justice Stirling. |
|---|---|---|---|
| Monday, Feb. 14 | Mr. Godfrey | Mr. Lavie | Mr. Leach |
| Tuesday 15 | Rolt | Pugh | Beal |
| Wednesday 16 | Godfrey | Lavie | Leach |
| Thursday 17 | Rolt | Pugh | Beal |
| Friday 18 | Godfrey | Lavie | Leach |
| Saturday 19 | Rolt | Pugh | Beal |
| | Mr. Justice Kekewich. | Mr. Justice Romer. | Mr. Justice Byrne. |
| Monday, Feb. 14 | Mr. Ward | Mr. Farmer | Mr. Carrington |
| Tuesday 15 | Pemberton | King | Jackson |
| Wednesday 16 | Ward | Farmer | Carrington |
| Thursday 17 | Pemberton | King | Jackson |
| Friday 18 | Ward | Farmer | Carrington |
| Saturday 19 | Pemberton | King | Jackson |

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

## THE PROPERTY MART.

### SALES OF ENSUING WEEK.

Feb. 15.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Modern Freehold Premises in Drury-lane; let at £230 per annum. Solicitors, Messrs. Hughes, Hooker, & Co., London. The Seething-lane Police Station (now disused), with frontage to Great Tower-street and Seething-lane, with a superficial area of 1,730ft., held direct from the freeholders for 51½ years. Particulars of J. A. Brand, Esq., City Comptroller, Guildhall. (See advertisements, Jan. 22, p. 4.)

Feb. 15.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Properties, comprising Two well-secured Ground-rents of £170 and £180 per annum, arising from Blocks of Shops, &c., in Moor-lane and Ropemaker-street, City; Two Shops and Dwelling-houses in Vere-street, Clare-market, amounting to £163 3s. per annum; and a Plot of Building Land in Rotherhithe. Solicitors, Messrs. Beaumont, Son, & Rigden, London; Messrs. Beaumont & Bright, Malden, Essex; Messrs. Lovell, Son, & Pittfield, and Messrs. Soames, Edwards, & Jones, London; and C. Gyningham Field, Esq., of Reading. (See advertisement, Jan. 29, p. 5.)

Feb. 15.—Mr. JOSEPH STOWER, at the Mart, at 2 p.m., Freehold Residence at Croydon, with Lawn and Garden of a quarter of an acre. Also Leasehold Properties at Wandsworth, Brixton and Walham Green, producing nearly £550 per annum. Solicitors, Messrs. S. Hughes & Sons, London. (See advertisements, Jan. 29, p. 224.)

Feb. 15.—Mr. JOSEPH STOWER, at the Mart, at 2 p.m., Leasehold Properties in Kilburn, of an annual value of about £250; let to respectable tenants. Solicitor, John Jobson, Esq., London. (See advertisement, Jan. 29, p. 224.)

Feb. 16.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., The Haydon-Park Estate, Wimbledon, comprising 211 Houses and Shops, about three minutes' walk from Haydon's-road Station (L. B. and S. C. R.), and ten minutes' from Wimbledon (S. W. R.) Station; let and estimated to produce a total rental of £6,661 per annum; also about eight acres of Ripe Freehold Building Land. Solicitors, Messrs. Ashurst, Morris, Crisp, & Co., and Messrs. Kennedy, Hughes, & Ponsonby, London. (See advertisements, Feb 5, p. 4).

Feb. 16, 17.—Mr. J. HORATIO HIBBARD, at the Mart, at 2 p.m., Freehold Ground-Rents in Old Ford, Plaistow, Hammersmith, Herne Hill, and Wimbledon; together producing £305 per annum. Leasehold Investments in Chelsea and Pimlico, producing in all £1,179 10s. per annum. Solicitor, Chas. G. T. Lucas, Esq., London. (See advertisement, Jan. 29, p. 224.)

Feb. 16.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.:

Leasehold Semi-detached Residence, near Stoke Newington Station, producing £45 per annum. Solicitors, Messrs. Cameron, Kemm, & Co, London.

Leasehold Shop and Business Premises at Gipsy-hill, of the value of £55 per annum; vacant possession. Solicitor, H. E. Griffith, Esq., London.

City of London, in the centre of the contemplated approach to the Tower Bridge, Freehold Property; vacant possession on completion as to a portion, the remainder being let for twelve years unexpired, at £340 per annum. Solicitor, H. I. Coburn, Esq, London.

Leasehold Detached Residence, with stabling, at Ravenscourt-park, W.; with possession. Solicitors, Messrs. E. C. Kilsby & Son, London.

Freehold Ground-rents at Kilburn, amounting to £12 12s. per annum. Solicitors, Messrs. Pearce-Jones & Co., London.

Two Leasehold Dwelling-houses in Chelsea, producing a rental of £134 10s. per annum. Solicitors, Messrs. E. C. Kilsby & Son, London.

Semi-detached Leasehold Private Residence at Kensington; with possession. Solicitors, Messrs. E. C. Kilsby & Son, London.

(See advertisements, this week, back page.)

Feb. 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.:

REVERSIONS:

To the Moiety of a Trust Fund of the present estimated value of £12,154, in Railway and Bank Shares, &c.; two lives, aged 47 and 52. Solicitors, Messrs. Riddell, Vaizey, & Smith, London.

To One-third of £8,000 Great Indian Peninsular Railway 5 per Cent. Stock, £3,302 London and North-Western Railway Consolidated Stock, £5,000 Millwall Dock Co. 5 per Cent. Preference Stock; gentleman aged 50. And to One-third of a Legacy of £5,000, charged upon a Residuary Estate, receivable on the decease of the above gentleman and a lady aged 67. Solicitor, Charles F. Appleton, Esq., London.

Absolute to One-fourth Share of a Trust Fund of Railway and Colonial Stock, of the present estimated value of £7,635; lady aged 62 and gentleman aged 59.

REVERSIONARY LIFE INTEREST:

Of a gentleman aged 43, on the decease of the survivor of two ladies, aged 64 and 85, in a Tithe Rent-Charge of £450 per annum, secured on land in Sussex. Solicitor, R. E. Campbell, Esq., London.

POLICIES:

For £5,000, £1,000, £500, £100. Solicitors, Albert Myers, Esq., and James Robinson, Esq., both of London.

SHARES:

Twenty Shares of £50 each (£2 10s. paid) in the Westminster and General Life Assurance Association.

(See advertisements, this week, back page.)

Feb. 17.—Mr. J. HORATIO HIBBARD, at the Mart, at 2 p.m., Freehold Estate, near the City of Rochester, in all about 6 acres, for many years in the occupation of the late owner, John Todd, Esq. Solicitor, Chas. G. T. Lucas, Esq., London. (See advertisement, Jan. 29, p. 224.)

## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, Feb. 4.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AFRICAN GOLD PROPERTIES, LIMITED—By an order made by Wright, J., dated Jan 26, it was ordered that the voluntary winding up be continued. Edwards & Cohen, 3, Coleman st, solors for petners

BRITISH BORNEO TRADING AND PLANTING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors having any claims are required to send in particulars to H. H. Wells & Son, 16, Paternoster row, solors for liquidators

EAST NIGEL GOLD MINING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 4, to send their names and addresses, with full particulars of their debts or claims, to Mr Herbert Edwards, Finsbury House, Blomfield st

FREDERICK THE GREAT GOLD MINING AND RECOVERY CO, LIMITED (INCORPORATED 1894)—Creditors are required, on or before March 4, to send their names and addresses, and the particulars of their debts or claims, to Captain Bickford and Mr. T. H. Evans, St George's House, Eastcheap. Slaughter & May, Austin Friars, solors to liquidators

NEW BISCAY STEAMSHIP CO, LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to E. A. Smith, 30, Brazennose st, Manchester. Hill & Co, Liverpool, solors for liquidator

RANDALL & CO, LIMITED—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to J. A. Randall and H. P. Carter, liquidators

ROXBURGHE PRESS, LIMITED—Petn for winding up, presented Feb 2, directed to be heard on Feb 16. Wetherfield & Co, 1, Gresham bldgs, Guildhall, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 15

UNION LEATHER CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Edward Cecil Moore, 3, Crosby sq. Reed, solor for liquidator

UNLIMITED IN CHANCERY.

MANCHESTER PROVIDENT PERMANENT BENEFIT BUILDING SOCIETY—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to Mr A. H. Pownall, 42, Spring gardens, Manchester. Batty & Co, Manchester, solors to liquidator

### FRIENDLY SOCIETY DISSOLVED.

RICHMOND LODGE, Friendly and Trade Societies Hall, Huddersfield, York. Dec 31

*London Gazette.*—TUESDAY, Feb. 8.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BADMINTON CYCLE AND COMPONENTS CO, LIMITED—Petn for winding up, presented Feb 1, directed to be heard on Wednesday, Feb 16 Collyer-Bristow & Co, 4, Bedford row, agents for Forsyth & Bettinson, Birmingham, solors for petners. Notice of appearing must reach Collyer-Bristow & Co not later than 6 o'clock in the afternoon of Feb 15

GREYLINGSTADT GOLD MINING AND EXPLORATION CO, LIMITED—Petn for winding up, presented Feb 2, directed to be heard on Feb 16. Cameron & Co, Gresham House, Old Broad st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 15

LOAN AND FINANCE CORPORATION, LIMITED—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to Mr Egerton Hugh Edmonstone Hensley, 96 and 97, Palmerston bldgs, Old Broad st, Francis & Johnson, 26, Austinfriars, solors for liquidator

NEWPORT AND MONMOUTHSHIRE BILLPOSTING CO, LIMITED—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Thomas Parry, Albany chbrs, Skinner st, Newport, Mon

ROBERT YOUDEN BILLPOSTING SYNDICATE, LIMITED—Petn for winding up, presented Feb 7, directed to be heard on Feb 23. Eldred & Bignold, 11, Queen Victoria st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 22

SHOPKEEPERS' SUPPLY CO, LIMITED—Creditors are required, on or before March 3, to send their names and addresses, and the particulars of their debts or claims, to Emanuel Williams, 12, Norfolk st, Manchester

STEAMSHIP "WESTLEIGH" CO, LIMITED—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to William Robert Clark, 25, Water st, Liverpool. Hill & Co, solors to liquidator

TEXTILE ADVERTISING MEDIUM CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. John William Gibson, Bindloss chmbrs, 4, Chapel walks, Manchester. Ashworth & Inman, Manchester, solors to company

WARD & CO, LIMITED—Creditors are required, on or before March 5, to send their names and addresses, and particulars of their debts or claims, to Charles J. March, 3, Church st, Old Jewry

### FRIENDLY SOCIETIES DISSOLVED.

HALIFAX STAR OF BETHLEHEM LODGE, Triangle Inn, Triangle, near Halifax, York. Feb 2

WAVERTREE PROVIDENT SICK AND BENEFIT SOCIETY, Mission Room, 136, Picton rd, Wavertree, Liverpool. Feb 2

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Jan. 25.

BOYCOTT, CHARLES CUNNINGHAM, Flixton, Suffolk, Esq Feb 28 Crofton v Boycott Kekewich, J Rix, Beccles, Suffolk

*London Gazette.*—FRIDAY, Jan. 28.

CROFTS, JACOB, Newark upon Trent, Gent. March 1. Crofts v Burton, North, J. Norledge, South Lambeth rd

JONES, GEORGE, Llandovery, Carmarthen, Esq. March 1. Phillips v Jones and Owen, Kekewich, J. Jones, Llandovery

SEABROOK, PHILIP, Dagenham, Essex, Farmer. March 1. Seabrook v Seabrook, Kekewich, J. Smith, Romford

### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Feb. 1.

BAINES, ISABELLA JESSIE, Broadstone, Dorset March 1 Elliott & Crawley, Verulam bldgs, Gray's inn

BERNHART, JACOB, Battersea March 1 Birt & Follett, Town hall chmbrs, Southwark

BICKLEY, ANN VOKES, St Petersburg Feb 18 Godwin, Winchester

BLACKMORE, JANE, Manchester Feb 18 Cobbett & Co, Manchester

BLAKE, BENJAMIN, Biddlestone, Wilts March 1 Keary & Stokes, Chippenham

CHADWICK, JOHN OLDFIELD, West Hampstead Feb 28 Hunt & Co, Gresham st

CHAPMAN, THOMAS, Staplehurst, Kent March 1 Stenning, Maidstone

DOBINSON, LOUISA, Fulham Feb 26 Sloper & Co, Wandsworth

DUNFORD, THOMAS GRAHAM, Newcastle upon Tyne, Steamship owner March 31 Forster & Co, Newcastle upon Tyne

FARLEY, CHARLES TRUSCOTT, Truro Feb 28 Chilcott & Sons, Truro

FORTESCUE, ROBERT HENRY, Exeter March 1 Bremridge & Luke, Exeter

HAWLEY SARAH ANN, Ardwick, Manchester Feb 28 Crofton & Co, Manchester

HILL, REGINALD EDWARD LAKE, Panfield, Essex April 1 Cunnington & Co, Braintree

ISBOTT, WILLIAM, Walton on the Hill, Liverpool, Rope Manufacturer March 1 Webster, Liverpool

JEAFFERSON, ALFRED MAPLES, Hampstead March 15 Tatham & Procter, Lincoln's inn fields

JONES, JOHN, Clapton March 5 Harvey, Fenchurch st

LEACOCK, ANNA, Westbourne Park Feb 23 Leslie & Hardy, Bedford row

LEFEVER, ALEXANDER, Stoke Newington March 1 Crossfield & Co, Hackney rd

LIDDELL, MARY JANE, Lancaster Feb 8 Sharp & Son, Lancaster

MOFFETT, WILLIAM JOHN, North Shields Feb 14 Davidson, South Shields

PAULI, CHARLES PAINE, New sq, Lincoln's inn, Barrister March 1 Dowson & Co Surrey st, Victoria embkmt

PATRICKSON, MARY ISABELLA, Ealing March 1 Simpson & Co, Moorgate st

RIGBY, BETTY, Windle, nr St Helens, Lancs April 4 Ansdell & Eccles, St Helens

RUMBOLL, Rev ABRAHAM HENLEY, Thorpe le Soken, Essex March 1 White & Son, Colchester

SALWAY, MARY Feb 28 Reginald Hodson, Goldhurst tce, Hampstead

SATCHELL, GEORGE FREDERICK, Hampstead March 4 Powell & Skues, Essex st, Strand

SMITH, JOHN, Llanhamlach, Brecon, Farmer March 18 Jones, Brecon

STANTIFORD, JANE TRYPHENA, Hurst, Berks March 1 Barrett, Slough

SURTEES, Miss FRANCES FELICIA, Weymouth st, Portland pl March 4 Winterbotham & Gurney, Cheltenham

THOMAS, ROBERT WILLIAM, Slough Feb 21 Dean, Slough

WINTER, EMMA, Sheffield, Nurse Feb 28 Furniss & Co, Sheffield

WYLES, ELIZABETH, Rochester Feb 22 Wood & McLellan, Chatham

WYNDHAM, the Rev JOHN, Sutton Mandeville, Wilts Feb 24 S F & H Noyes, The Sanctuary, Westminster

*London Gazette.*—FRIDAY, Feb. 4.

ALLEN, HENRY, Bath, Auctioneer March 1 Stone & Co, Bath

BATEMAN, JAMES, Manor Farm, Harmondsworth March 4 Dean, Slough

BRIDGFORD, SIDNEY THOMAS, Pall Mall March 25 Harwood & Stephenson, Lombard st

BROWN, ELIZABETH, Brigg, Lincoln March 12 H E & R Mason, Barton upon Humber

BULLIVANT, EVERARD, Mirfield, Insurance Agent March 4 Wilson, Mirfield

BURR, JOB, Shaftesbury, Dorset, Horse Dealer March 5 Burridge & Co, Shaftesbury

BUTLER, EMILIA MARY, Nice March 31 Bolton & Co, Temple gardens

CHAPMAN, ROBERT, South Killingholme, Lincoln, Sloop Owner April 20 Nowell & Co, Barton on Humber

CLUBBE, FRANCES, Kirkley, Suffolk March 25 Ellen & Holt, Lowestoft

COLEMAN, JOHN KEMP, Poplar, Auctioneer March 10 Bradshaw, Leadenhall st

COWGILL, SARAH ANN, Sowerby Bridge, York March 1 Cadman & Cadman, Cleckheaton

DACIE, GEORGE LANE, Exeter March 16 J & S P Pope, Exeter

DARLASTON, EMMA, Leicester March 5 McAlpin, Leicester

DRING, THOMAS, South Hornsey March 5 Wells & Son, Paternoster row

ELLERAY, AGNES, Windermere, Westmorland Feb 15 Sharp & Son, Lancaster

FROST, JAMES, Cheetham, Manchester, Baker March 15 Sutton & Co, Manchester

FERRIS, Mrs JANE, Milton Manor, Wilts Feb 28 Dixon, Pewsey

GRAY, MARY ANN, Kentish Town March 10 Stoker & Hansell, Gray's inn sq

HAINES, SARAH, Bognor March 1 Staffurth & Staffurth, Bognor

HAND, JAMES, Esh, Durham, Farmer March 4 Turnbull, Durham

HARVEY, HENRY, Waxham, Norfolk, Farmer April 1 Keith & Co, Norwich

HARVEY, MARY NUNN, Shanklin, I of W March 4 Blyth & Co, Gresham house, Old Broad st

HEDGCOCK, JOSEPH FLAVEL, Old Compton st, Tool and Metal Merchant March 5 Andrews & Fawcus, Essex st, Strand

HEYWOOD, ELLEN, Bolton March 31 Coope, Bolton

HEYDE, CHRISTOPHER OCTAVUS VONDER, Brixton Marsden & Co, Old Cavendish st

HILTON, MATTHEW, Tyldesley, Lancs March 4 Whittingham & Whittingham, Tyldesley

HIRSCHBERG, PHILIPP, Camden Town, Bank Clerk March 25 Harwood & Stephenson, Lombard st

HOBSON, HENRY, Sheffield Feb 28 Gibson, Sheffield

HODGES, SARAH, Kensington April 1 Malkin & Co, Martin's ln

HOPE, MARY, Westward, Cumberland Feb 26 Hetherington, Wigton

HORTON, HENRY, Stoke Newington, Builder March 4 Stansbury, Chancery ln

JAMES, CHARLES, Cheltenham, Innkeeper March 4 Dighton, Cheltenham

LAGDEN, MARY, Cheshunt, Herts March 1 Howse, Abchurch yard

LAKE, The Rev WILLIAM CHARLES, Eaton pl March 31 Littledale & Lefroy, King's Bench walk, Temple

LEADLEY, JAMES FREDERICK, York, House Agent March 4 Mary Ann Leadley, 57, Clarence st, York

MCKNIGHT, ALEXANDER, Birmingham, Manufacturer March 8 Green & Williams, Birmingham

MORGAN, JOHN HENRY, Cardiff, Stevedore March 5 Belcher, Cardiff

NEWTON, ELIZABETH, Stourton, York March 21 Middleton & Sons, Leeds

NICHOLLS, ELLEN JANE, Birmingham March 1 Westwood, Birmingham

NICKOLS, DAVID, Maldon, Essex, Tailor March 31 Beaumont & Bright, Maldon

NICHOLSON, JOHN, Renwick, Cumberland, Yeoman March 15 Little & Lamonby Penrith

OATES, JOSEPH, Clark's pl, Bishopsgate st within, Housekeeper March 1 Gane & Kilner Gt St Helen's

PRINCE, GEORGE BEST, Richmond March 1 Senior & Furbank, Richmond

PYLE, JULIA, Maidenhead March 4 Rivington & Son, Fenchurch bldgs

PAINE, CHARLES JOSEPH, Lokoja, West Africa, MRCS March 18 Mary Victoria Prime, 87, Ermine rd, Ladywell
RAWLINS, ELLEN, Bournemouth Feb 25 Crossman & Co, Theobald's rd
RAY, SARAH, Forest Gate March 1 Monro & Co, Queen Victoria st
ROSMEAD, the Rt Hon HERCULES GEORGE ROBERT Baron, Rosmead, Westmeath, PC, GCMG July 4 Marsden & Co, Old Cavendish st
BUTLEY, HENRY, Hampstead, Auctioneer March 15 Jennings, Kentish Town rd
SADLER, JOHN, Shurdington, nr Cheltenham May 5 Wood, Winchcombe
SEATON, FRANK, Fulham rd March 25 Harwood & Stephenson, Lombard st
SIMS, JOHN, Cheltenham, Beerhouse Keeper March 5 Griffiths & Co, Cheltenham
SLADE, GERALD, Albany, Piccadilly March 25 Harwood & Stephenson, Lombard st
SMITH, WILLIAM, Eling, Southampton, Builder March 25 Coxwell & Pope, Southampton
SPRUCE, ROBERT, Horsford, Norfolk, Farmer March 12 Culley, Norwich
STONE-WIGG, JOHN, Tunbridge Wells, J P March 31 King & Co, Queen Victoria st
TOPPING, JOHN, Greenwich, Licensed Victualler March 4 Sampson, Parson's hill, Woolwich
TOWARD, JAMES, Waterloo, nr Liverpool March 31 Grierson & Mason, Liverpool
TRELOAR, ELIZA BARBARA, Kingswear, Devon March 25 Marsden & Co, Old Cavendish square
WALTON, MARK, Ashton under Lyne, Grocer March 1 Jno Clayton & Son, Ashton under Lyne
WARBRICK, WILLIAM, Lancaster, Stonemason Feb 28 Sanderson, Lancaster
WOOD, SARAH ANN, Alkham rd, Stamford Hill March 1 Howse, Abchurch yard
WHITE, ROBERT CHARLES CLAPTON, Upper Hornsey rise March 5 H H Wells & Sons, Paternoster row

## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, Feb. 4.

### RECEIVING ORDERS.

AMIES, THOMAS ANDREW, Etwall, Derbyshire, Burton on Trent Pet Jan 31 Ord Jan 31
ASPELL, WILLIAM LAXTON, Leicester, Box Manufacturer Leicester Pet Jan 17 Ord Jan 31
BEARD, CHARLES OAKLEY, Putney, Stockbroker High Court Pet Nov 10 Ord Jan 31
BECKWITH, HENRY, Finsbury circus High Court Pet Nov 1 Ord Jan 31
BIRD, H. MACPHERSON, South Hampstead, Stockbroker High Court Pet Dec 7 Ord Jan 31
BLANDFORD, W, West Kensington, Umbrella Manufacturer High Court Pet Jan 13 Ord Feb 1
BONE, THOMAS AMADEUS THORNTON, Margate Canterbury Pet Feb 1 Ord Feb 1
BRADY, (ESTHER, Leicester, Milk Dealer Leicester Pet Jan 20 Ord Jan 31
BUTLER, RICHARD, Southsea, Painter Portsmouth Pet Jan 31 Ord Jan 31
COOPER, JOHN, Yeadon, nr Leeds, Shuttle Maker Leeds Pet Jan 31 Ord Jan 31
DENT, WILLIAM RICHARD, New ct, Lincoln's inn High Court Pet Jan 28 Ord Feb 1
DEWHURST, JOHN, West Kensington, Electrician High Court Pet Feb 1 Ord Feb 1
DURRANT, ERNEST HENRY CHAPLIN, Hadleigh, Suffolk, Beerhouse keeper Ipswich Pet Jan 31 Ord Jan 31
FROST, CHARLES MILTON, Bedford, Surgeon Luton Pet Jan 31 Ord Jan 31
FOWLER, FRANCIS JOHN, Redland, Bristol, Provision Merchant Bristol Pet Feb 1 Ord Feb 1
GAGER, ARTHUR LEE THOMAS, Sudbury, Suffolk Colchester Pet Jan 31 Ord Jan 31
HALLAREN, JOHN, Bedminster, Boot Dealer Bristol Pet Jan 31 Ord Jan 31
HORN, DAVID, Bramley, Leeds Leeds Pet Feb 1 Ord Feb 1
HORROX, ARTHUR, Leeds, Builder Leeds Pet Jan 29 Ord Jan 29
ISWORTH, WILLIAM BARNARD, Brighton, Jeweller Brighton Pet Jan 14 Ord Jan 31
JONES, WALTER ROBINSON, Aberdare, Grocer Aberdare Pet Jan 31 Ord Jan 31
KING, JOHN, Walworth, Builder High Court Pet Feb 1 Ord Feb 1
KNOWLES, ISAAC, Ashton in Makerfield, Lanes, Collier Wigan Pet Feb 1 Ord Feb 1
LARGE, EDWARD, City rd, Valuer High Court Pet Jan 15 Ord Feb 2
LEWIS, PRYCE, Blaenavon, Mon, Grocer Newport, Mon Pet Feb 1 Ord Feb 1
LUMSDEN, JAMES, Gateshead, Durham, Schoolmaster Newcastle on Tyne Pet Jan 31 Ord Jan 31
MACLACHLAN, W, Earl's Court High Court Pet Dec 1 Ord Feb 2
PARKES, WILFRED RODERICK, Upper Holloway, Flour Merchant High Court Pet Feb 1 Ord Feb 1
PARKYN, JAMES, St Merryn, Cornwall, Farmer Truro Pet Jan 19 Ord Feb 2
POPE, JOSEPH KELLAWAY, Dorchester, Licensed Victualler Dorchester Pet Feb 2 Ord Feb 2
POWELL, HENRY BASSETT, Westbourne grove High Court Pet Jan 31 Ord Jan 31
PRITCHARD, EVAN PIERCE, Bethesda, Saddler Bangor Pet Feb 1 Ord Feb 1
REED, ROBERT WADE, Wiston, Pembroke, Grocer Pembroke Dock Pet Feb 1 Ord Feb 1
ROBERTS, EVAN WILLIAM, Bethesda, Hairdresser Bangor Pet Feb 1 Ord Feb 1
SCOTT, GEORGE, Bath, Bootmaker Bath Pet Feb 2 Ord Feb 2
STEPHENS, GEORGE JOHN DIX, and JAMES HENRY HOUGHTON, Huddersfield, Clothiers Leeds Pet Jan 31 Ord Jan 31
STURGESS, EDWARD, Sneinton, Nottingham, Labourer Nottingham Pet Feb 2 Ord Feb 2
THOMAS, JAMES, Hafod, nr Pontypridd, Grocer Pontypridd Pet Jan 31 Ord Jan 31
TURNER, THEODORE, Birmingham, Corn Factor Birmingham Pet Feb 2 Ord Feb 2
WHITESMITH, GEORGE, Scunthorpe, Lincs, Greengrocer Gt Grimsby Pet Jan 31 Ord Jan 31
WILKINS, HARRY GEORGE, Bristol, Builder Bristol Pet Jan 21 Ord Jan 31

### FIRST MEETINGS.

AMIES, THOMAS ANDREW ARTHUR, Etwall, Derby Feb 11 at 11 Off Rec, 40, St Mary's gt, Derby
ASPELL, WILLIAM, Leicester, Milk Dealer Feb 11 at 3 Off Rec, 1, Berridge st, Leicester
BARUGH, ROBERT, Middlesborough, Milk Seller Feb 16 at 3 Off Rec, 8, Albert rd, Middlesborough
BELL, WILLIAM, Driffield, York, Plumber Feb 11 at 11 Off Rec, Trinity House la, Hull
BOTTOMLEY, GEORGE WILLIAM, Coatham, nr Redcar, Meat Salesman Feb 16 at 3 Off Rec, 8, Albert rd, Middlesborough
COLLENS, JAMES, Ramsgate, Greengrocer Mar 3 at 9.30 Off Rec, 73, Castle st, Canterbury
DENT, WILLIAM RICHARD, New court, Lincoln's inn Feb 11 at 12 Bankruptcy bldgs, Carey st
DURRANT, ERNEST HENRY CHAPLIN, Hadleigh, Suffolk, Beerhouse Keeper Feb 18 at 10.30 Off Rec, 36, Princes st, Ipswich
EDWARDS, FRANCIS HENRY, Upper Holloway, Commercial Traveller Feb 11 at 2.30 Bankruptcy bldgs, Carey st
FOWLER, FRANCIS JOHN, Redland, Bristol, Provision Merchant Feb 16 at 1 Off Rec, Baldwin st, Bristol
GAGER, ARTHUR LEE THOMAS, Sudbury, Suffolk, Innkeeper Feb 11 at 11.30 The Cups Hotel, Colchester
GETHING, WILLIAM HENRY, Melinerythan, nr Neath, Glam, Labourer Feb 12 at 12 Off Rec, 31, Alexandra rd, Swansea
HALLAREN, JOHN, Bedminster, Boot Dealer Feb 16 at 11.45 Off Rec, Baldwin st, Bristol
HARRISON, LAST HERBERT, Gt Yarmouth, Commercial Traveller Feb 12 at 1 Off Rec, 8, King st, Norwich
HAWKESLEY, WILLIAM, Sheffield, Butcher Feb 11 at 2 Off Rec, Figtree lane, Sheffield
ILES, HENRY, and JOSEPH ILES, Kingswood, nr Bristol, Boot Manufacturers Feb 16 at 12 Off Rec, Baldwin st, Bristol
ISON, HARRY, Hartshill, Warwicks, Innkeeper Feb 15 at 11 174, Corporation st, Birmingham
ISWORTH, WILLIAM BARNARD, Brighton, Jeweller Feb 11 at 2.30 Off Rec, 24, Railway app, London Bridge
JAHNNICHEN, FERDINAND RICHARD, Birmingham Feb 14 at 11 174, Corporation st, Birmingham
KING, JOHN, Walworth, Builder Feb 11 at 12 Bankruptcy bldgs, Carey st
KNOWLES, ISAAC, Ashton in Makerfield, Lancaster, Collier Feb 15 at 11 16, Wood st, Bolton
LAMB, JOHN WILLIAM, South Milford, Farmer Feb 14 at 12.15 Off Rec, 28, Stonegate, York
MARSHALL, WALTER, Nottingham, Groom Feb 11 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
MOSS, FRANK, Blyth, Northumberland, Draper Feb 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
PERKINS, JOHN HENRY, Whissendine, Rutland, Builder Feb 11 at 12.30 Off Rec, 1, Berridge st, Leicester
POUNDER, WALTER, New Wortley, Leeds, Baker Feb 16 at 11 Off Rec, 22, Park row, Leeds
POYSER, HENRY CRISP, Gedling, Notts, Farmer Feb 18 at 2 Off Rec, 36, Princes st, Ipswich
REES, JOHN, Llanelamlet, Glam, Commission Agent Feb 14 at 12 Off Rec, 31, Alexandra rd, Swansea
ROBERTS, DAVID RICHARD, Corwen, Merionetha, Blacksmith Feb 11 at 11.30 The Priory, Wrexham
SIMPSON, RALPH, West Hartlepool, Blacksmith Feb 11 at 3 Off Rec, 25, John st, Sunderland
SKELSON, EDWARD, Nottingham, Greengrocer Feb 11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
TAYLOR, CHRISTOPHER JAMES, Bentham, Yorks, Grocer Feb 12 at 10.45 Grosvenor Hotel, Stramongate, Kendal
WALTERS, ELIZABETH, Kidwelly, Carmarthens, Boot Dealer Feb 12 at 11.30 Off Rec, 4, Queen st, Carmarthen
WATSON, WILLIAM, Ilkley, York, Fine Art Dealer Feb 16 at 12 Off Rec, 22, Park row, Leeds
WILKINS, HARRY GEORGE, Bristol, Builder Feb 16 at 12.30 Off Rec, Baldwin st, Bristol

### ADJUDICATIONS.

AMIES, THOMAS ANDREW ARTHUR, Etwall, Derbys, Shop Assistant Burton on Trent Pet Jan 31 Ord Jan 31
BATTEN, WILLIAM WALTER, Southampton, Builder Southampton Pet Dec 30 Ord Jan 31
BICKLEY, CATHERINE, Birmingham Birmingham Pet Jan 13 Ord Jan 31
BONE, THOMAS AMADEUS THORNTON, Margate, Journeyman Painter Canterbury Pet Feb 1 Ord Feb 1
BUNN, ROBERT EDWARD, King William st, Financial Investor High Court Pet Dec 29 Ord Feb 1
BUTLER, RICHARD, Southsea, Hants, Painter Portsmouth Pet Jan 31 Ord Jan 31
CHALONER, THOMAS OSBORNE, Newmarket, Suffolk, Trainer of Racehorses Cambridge Pet Jan 17 Ord Feb 2
COOPER, JOHN, Yeadon, nr Leeds, Shuttle Maker Leeds Pet Jan 31 Ord Jan 31
DEWHURST, JOHN, West Kensington, Electrician High Court Pet Feb 1 Ord Feb 1
DURRANT, ERNEST HENRY CHAPLIN, Hadleigh, Suffolk, Beerhouse Keeper Ipswich Pet Jan 31 Ord Jan 31
EDWARDS, FRANCIS HENRY, Upper Holloway, Commercial Traveller High Court Pet Jan 5 Ord Feb 1
FOWLER, FRANCIS JOHN, Redland, Bristol, Provision Merchant Bristol Pet Feb 1 Ord Feb 1
GAGER, ARTHUR LEE THOMAS, Sudbury, Suffolk Colchester Pet Jan 31 Ord Jan 31
HORN, DAVID, Bramley, Leeds Leeds Pet Feb 1 Ord Feb 1
HORROX, ARTHUR, Leeds, Builder Leeds Pet Jan 29 Ord Jan 29
HUTCHIN, CHARLES ERNEST, Duke st, Adelphi, Clerk High Court Pet Jan 4 Ord Feb 1
JAMES, GEORGE LACON, Upper St Martin's lane High Court Pet Jan 7 Ord Feb 1
JONES, WALTER ROBINSON, Aberdare, Grocer Aberdare Pet Jan 31 Ord Jan 31
KNOWLES, ISAAC, Ashton in Makerfield, Lancs, Collier Wigan Pet Feb 1 Ord Feb 1
LAMOND, CORDELIA WARDE, Hotel Victoria High Court Pet Nov 15 Ord Feb 2
LEWIS, PRYCE, Blaenavon, Mon, Grocer Newport, Mon Pet Feb 1 Ord Feb 2
LUMSDEN, JAMES, Gateshead, Schoolmaster Newcastle on Tyne Pet Jan 27 Ord Jan 31
PAUL, SAMUEL WARFIELD, West Park, Bristol, Mercantile Clerk Bristol Pet Jan 14 Ord Feb 2
POPE, JOSEPH KELLAWAY, Dorchester, Licensed Victualler Dorchester Pet Feb 2 Ord Feb 2
POWELL, HENRY BASSETT, Westbourne grove High Court Pet Jan 31 Ord Jan 31
POYSER, HENRY CRISP, Gedling, nr Nottingham, Farmer Ipswich Pet Dec 22 Ord Feb 2
PRITCHARD, EVAN PIERCE, Bethesda, Saddler Bangor Pet Feb 1 Ord Feb 1
REED, ROBERT WADE, Wiston, Pembroke, Grocer Pembroke Dock Pet Feb 1 Ord Feb 1
ROBERTS, EVAN WILLIAM, Bethesda, Hairdresser Bangor Pet Feb 1 Ord Feb 1
SCOTT, GEORGE, Bath, Bootmaker Bath Pet Feb 2 Ord Feb 2
SHUTTLEWORTH, SAMUEL, Huggin lane, Cycle Agent High Court Pet Nov 12 Ord Jan 31
STURGESS, EDWARD, Nottingham, Labourer Nottingham Pet Feb 2 Ord Feb 2
THOMAS, JAMES, Hafod, nr Pontypridd, Grocer Pontypridd Pet Jan 31 Ord Jan 31
VINCENT, CHARLES HENRY, Haverhill, Suffolk, Solicitor Cambridge Pet Dec 30 Ord Feb 2
WEBSTER, FRANCIS, Barrowby, Lincs, Farmer Nottingham Pet Jan 31 Ord Feb 2
WHITESMITH, GEORGE, Scunthorpe, Lincs, Greengrocer Gt Grimsby Pet Jan 31 Ord Jan 31
WOOD, JOHN CRITCHLOW, Burton on Trent, Glass Dealer Burton on Trent Pet Jan 17 Ord Feb 1

*London Gazette.*—TUESDAY, Feb. 8.

### RECEIVING ORDERS.

ATCHERLEY, JOHN, Wellington, Salop Stafford Pet Feb 4 Ord Feb 4
AUSTIN, JOHN, Churchdown, Glos, Nursery Grower Gloucester Pet Feb 5 Ord Feb 5
BARLOW, JOHN JOSEPH, Alfreton, Foreman Labourer Derby Pet Feb 4 Ord Feb 4
BASS, WILLIAM HENRY, Darlington, Bricklayer Stockton on Tees Pet Feb 2 Ord Feb 2
BIRCH, THOMAS, Bursiem, Staffs, Bookbindar Hanley Pet Jan 21 Ord Feb 3
BLANDFORD, EDMUND GEORGE, Charminster, Dorset, Farm Bailiff Dorchester Pet Feb 4 Ord Feb 4
BROOKS, ALFRED WILLIAM, and FREDERICK VINCENT BROOKS, Gate st, Lincoln's inn Fields, Lithographers High Court Pet Feb 4 Ord Feb 4
CHATTELL, ADA, Yardley, Worcs, Baker Birmingham Pet Jan 12 Ord Feb 2
CLARK, WILLIAM PETER, St John's Wood, Butcher High Court Pet Jan 6 Ord Feb 3
CLAXTON, ARTHUR ANDERSON, Bradford, Yarn Agent Bradford Pet Feb 3 Ord Feb 3
DANIEL, MATTHEW JAMES, Rotherfield, Sussex, Draper Tunbridge Wells Pet Feb 2 Ord Feb 2
DIXON, GEORGE, Paddington, China Merchant High Court Pet Jan 12 Ord Feb 4
EARL, JOHN, and CHARLES FRANCIS TAYLER, Kingskerswell, Devon, Brewers Exeter Pet Feb 4 Ord Feb 4
EVANS, JOHN, Pontypridd, Commission Agent Pontypridd Pet Feb 4 Ord Feb 4
GREEN, THOMAS, Hucknall Torkard, Notts, Veterinary Surgeon Nottingham Pet Feb 3 Ord Feb 3
HANBURY & Co, (Featherstone bldgs, High Holborn, Auctioneers High Court Pet Jan 21 Ord Feb 4
HAWORTH, JOHN ALFRED, Accrington, Grocer Blackburn Pet Feb 3 Ord Feb 3
HOPKINSON, JOHN, Bradford Bradford Pet Feb 3 Ord Feb 3
JONES, RICHARD, Llanfynydd Carmarthen Pet Feb 4 Ord Feb 4
KITCHEN, JOHN, Bradford, Builder Bradford Pet Feb 4 Ord Feb 4
LANCASHIRE, JOSEPH, HENRY, Gracechurch st, Commission Agent High Court Pet Nov 24 Ord Feb 2

LEE, ASHTON, and ALFRED LEE, Horsforth, York Leeds Pet Feb 3 Ord Feb 3
LINER, THOMAS CHARLES, Derby, Billposter Derby Pet Feb 3 Ord Feb 3
LUBBOCK, JOHN, Cadoxton, Glam, Builder Cardiff Pet Feb 4 Ord Feb 4
MOON, EMMA, Yeovil, Fish Dealer Yeovil Pet Feb 2 Ord Feb 2
MORRIS, HERBERT GEORGE, Bournemouth, Newsagent Poole Pet Feb 3 Ord Feb 3
NYE, GEORGE THOMAS, Rochester, Builder Rochester Pet Feb 5 Ord Feb 5
PAYNE, JESSE, Birmingham, Licensed Victualler Birmingham Pet Feb 3 Ord Feb 3
PITTS, JOHN, Cambridge Cambridge Pet Feb 3 Ord Feb 3
RAY, JAMES, West Norwood, Builder High Court Pet Dec 10 Ord Feb 2
RICHARDS, WILLIAM HENRY, and CHARLES RICHARDS, Cardiff, Outfitters Cardiff Pet Jan 24 Ord Feb 3
ROBERTS, STANLEY HAFIER, Aldershot, Colonel High Court Pet Dec 17 Ord Feb 3
SELVEY, ARTHUR WILLIAM, Worcester, Dentist Worcester Pet Feb 5 Ord Feb 5
SIMCOX, BENJAMIN, West Bromwich, Dairyman West Bromwich Pet Feb 3 Ord Feb 3
SIXSMITH, MOSES, Ashington, Northumberland, Boot Dealer Newcastle on Tyne Pet Jan 18 Ord Feb 3
THICK, CHARLES, Shepton Mallet, Fishmonger Wells Pet Feb 5 Ord Feb 5
TIBBETTS, THOMAS ADAMS, Cradley Heath, Staffs, Maltster Dudley Pet Feb 2 Ord Feb 2
TONKYN, ARTHUR, St Columb, Cornwall, Baker Truro Pet Feb 5 Ord Feb 5
TRANT, WILLIAM EDWARDS, Kingswear, Devon, Baker Plymouth Pet Jan 20 Ord Feb 4
WALKER, JAMES, South Shields, Boot Maker Newcastle on Tyne Pet Feb 3 Ord Feb 3
WARD, PHILIP, Wolverhampton, Plasterer Wolverhampton Pet Feb 3 Ord Feb 3
WILLIAMS, GEORGE, Llandudno Bangor Pet Feb 4 Ord Feb 4

## RECEIVING ORDER RESCINDED AND ADJUDICATION ANNULLED.

COHEN, LAWRENCE, and LOUIS COHEN, Hatton garden, Watch Material Dealers High Court Rec Ord Dec 15, 1891 Adjud Jan 7, 1892 Resc and Annul Feb 1

## FIRST MEETINGS.

ASPELL, WILLIAM LAXTON, Leicester, Box Manufacturer Feb 15 at 12.30 Off Rec, 1, Berridge st, Leicester
BEARD, CHARLES OAKLEY, Herne Bay, Kent Feb 17 at 2.30 Bankruptcy bldgs, Carey st
BECKWITH, HENRY, Finsbury cres Feb 15 at 11 Bankruptcy bldgs, Carey st
BIRD, H MACPHERSON, South Hampstead, Stockbroker Feb 15 at 12 Bankruptcy bldgs, Carey st
BLANDFORD, WILLIAM, West Kensington, Umbrella Manufacturer Feb 17 at 11 Bankruptcy bldgs, Carey st
BONE, THOMAS AMADENS THORNTON, Margate, Journeyman Painter March 3 at 9 Off Rec, 73, Castle st, Canterbury
BRADY, ESTHER, Leicester, Milk Dealer Feb 16 at 12.30 Off Rec, 1, Berridge st, Leicester
CHALONER, THOMAS OSBORNE, Newmarket, Trainer Feb 15 at 2.30 White Hart Hotel, Newmarket
CLARK, WILLIAM PETER, St John's Wood, Butcher Feb 15 at 2.30 Bankruptcy bldgs, Carey st
CLINTON, JAMES, Willenhall, Stafford, Hairdresser Feb 17 at 11.30 Off Rec, Wolverhampton
COHEN, SAMUEL, Sandygate, Burnley, Glazier Feb 16 at 3 Exchange Hotel, Nicholas st, Burnley
DEWHURST, JOHN, West Kensington, Electrician Feb 17 at 12 Bankruptcy bldgs, Carey st
FEWSTER, JOSEPH ANTHONY, Wisbech St Peter, Cambs, Stationer Feb 17 at 11 Court house, King's Lynn
FOSTER, WILLIAMSON, jun, Leeds, Tailor Feb 16 at 11 Off Rec, 22, Park row, Leeds
HEDLEY, JOSEPH, Sadberge, Durham, Licensed Victualler, Feb 16 at 3 Off Rec, 8, Albert rd, Middlesborough
HORN, DAVID, Bramley Feb 17 at 11 Off Rec, 22, Park row, Leeds
HORROX, ARTHUR, Leeds, Builder Feb 17 at 12 Off Rec, 22, Park row, Leeds
HUMPHREY, THOMAS, Gt Grimsby, Smackowner Feb 15 at 11 Off Rec, 15, Osborne st, Gt Grimsby
LANCASHIRE, JOSEPH HENRY, Gracechurch st, Commission Agent Feb 16 at 2.30 Bankruptcy bldgs, Carey st
LARGE, EDWARD, City rd, Finsbury sq, Valuer Feb 15 at 2.30 Bankruptcy bldgs, Carey st
LEWIS, DAVID RHYS, Swansea, Grocer Feb 17 at 2.30 Off Rec, 31, Alexandra rd, Swansea
LOVE, ALFRED, Battersea Feb 15 at 12.30 24, Railway app, London Bridge
MACLACHLAN, W, Earl's Court Feb 16 at 12 Bankruptcy bldgs, Carey st
PARKES, WILFRED RODERICK, Upper Holloway, Flour Merchant Feb 16 at 12 Bankruptcy bldgs, Carey st
PARKYN, JAMES, St Merryn, Cornwall, Farmer Feb 17 at 12 Off Rec, Boscawen st, Truro
PEIRCE, WILLIAM, Clapham, Job Master Feb 15 at 11.30 24, Railway app, London Bridge
PITTS, JOHN, Cambridge, Bootmaker Feb 16 at 10 Off Rec, 5, Petty Cury, Cambridge
POWELL, HENRY BASSETT, Westbourne grove Feb 17 at 2.30 Bankruptcy bldgs, Carey st
PRIESTLY, JOHN ANDREW, Stoke upon Trent, Chemist Feb 16 at 3 The North Stafford Hotel, Stoke upon Trent
PRITCHARD, EVAN PIERCE, Bethesda, Carnarvons, Saddler Feb 15 at 3.30 Ship Hotel, Bangor
ROBERTS, EVAN WILLIAM, Bethesda, Carnarvons, Hairdresser Feb 15 at 3.15 Ship Hotel, Bangor
RYLAND, ALFRED, jun, Birmingham, Brassfounder Feb 16 at 11 174, Corporation st, Birmingham
SCOTT, GEORGE, Bath, Bootmaker Feb 16 at 3 Off Rec, Baldwin st, Bristol
SIMS, TOM, Tredegar, Tailor Feb 16 at 12 65, High st, Merthyr Tydfil
SOWERBY, GEORGE, Northumberland, Company Managing Director Feb 16 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
STEPHENS, SAMUEL, Stone bldgs, Chancery la, Barrister Feb 17 at 12 Bankruptcy bldgs, Carey st
STUTTARD, WILLIAM, Nelson, Lancs Feb 25 at 1 Exchange Hotel, Nicholas st, Burnley
TANNER, SAMUEL, Llanwnda, Railway Secretary Feb 15 at 12.45 Prince of Wales Hotel, Carnarvon
TUNSTALL, JOHN ROBERT, Rishton, Draper March 9 at 1 County Court house, Blackburn
VIALL, JOSEPH HENRY, North Shields, Commission Agent Feb 16 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
WARD, PHILIP, Wolverhampton, Plasterer Feb 17 at 11 Off Rec, Wolverhampton
WELLS, HARRY FITZWILLIAM, New Swindon Feb 16 at 11 Off Rec, 46, Cricklade st, Swindon
WILLIAMS, REES, Pontypridd, Painter Feb 15 at 12 65, High st, Merthyr Tydfil

## ADJUDICATIONS.

AUSTIN, JOHN, Churchdown, Glos, Nursery Grower Gloucester Pet Feb 5 Ord Feb 5
BARLOW, JOHN JOSEPH, Alfreton Derby Pet Feb 4 Ord Feb 4
BASS, WILLIAM HENRY, Darlington, Bricklayer Stockton on Tees Pet Feb 1 Ord Feb 2
BLAKE, the Honourable CHARLES WILLIAM JOSEPH HENRY, Coventry st, Piccadilly High Court Pet Dec 10 Ord Feb 3
BLANDFORD, EDMUND GEORGE, Charminster, Dorset, Farm Bailiff Dorchester Pet Feb 2 Ord Feb 4
BLANDFORD, WILLIAM, West Kensington, Umbrella Manufacturer High Court Pet Jan 13 Ord Feb 4
CLAXTON, ARTHUR ANDERSON, Bradford, Yarn Agent Bradford Pet Feb 3 Ord Feb 3
CORBALLIS, JAMES FREDERICK JOSEPH, Farnham, Surrey Guildford Pet Jan 25 Ord Feb 3
CRUNDALL, THOMAS BULLOCK, Barry Dock, Glam, Ironmonger Cardiff Pet Jan 14 Ord Feb 4
DANIEL, MATTHEW JAMES, Rotherfield, Sussex, Draper Tunbridge Wells Pet Feb 2 Ord Feb 2
DUTHIE, JEAN, Bootle, Lancs, Tailor Liverpool Pet Jan 17 Ord Feb 3
EVANS, JOHN, Pontypridd, Commission Agent Pontypridd Pet Feb 4 Ord Feb 4
GREEN, THOMAS, Hucknall Torkard, Notts, Veterinary Surgeon Nottingham Pet Feb 3 Ord Feb 3
HAWORTH, JOHN ALFRED, Accrington, Grocer Blackburn Pet Feb 3 Ord Feb 3
HOPKINSON, JOHN, Bradford Bradford Pet Feb 2 Ord Feb 3
JAEHNICHEN, FERDINAND RICHARD, Birmingham Birmingham Pet Jan 11 Ord Feb 3
JONES, RICHARD, Llanfynydd Carmarthen Pet Feb 4 Ord Feb 4
KING, JOHN, Walworth, Builder High Court Pet Feb 1 Ord Feb 3
KITCHEN, JOHN, Bradford, Builder Bradford Pet Feb 4 Ord Feb 4
LEE, ASHTON, and ALFRED LEE, Horsforth, York Leeds Pet Feb 3 Ord Feb 3
LINER, THOMAS CHARLES, Derby, Billposter Derby Pet Feb 3 Ord Feb 3
MOON, EMMA, Yeovil, Fruit Dealer Yeovil Pet Feb 2 Ord Feb 2
MORRIS, HERBERT GEORGE, Bournemouth, Newsagent Poole Pet Feb 3 Ord Feb 3
NYE, GEORGE THOMAS, Rochester, Builder Rochester Pet Feb 5 Ord Feb 5
PARKYN, JAMES, St Merryn, Cornwall, Farmer Truro Pet Jan 19 Ord Feb 3
PEIRCE, WILLIAM, Clapham, Jobmaster Wandsworth Pet Jan 27 Ord Feb 3
PITTS, JOHN, Cambridge, Boot Maker Cambridge Ord Feb 3 Ord Feb 3
PRIESTLEY, JOHN ANDREW, Stoke upon Trent, Chemist Stoke upon Trent Pet Jan 29 Ord Feb 5
RUSHTON, WILLIAM JAMES, Blackpool, Fancy Draper Preston Pet Jan 22 Ord Feb 4
RYLAND, ALFRED, jun, Birmingham, Brassfounder Birmingham Pet Jan 22 Ord Feb 4
SELVEY, ARTHUR WILLIAM, Worcester, Dentist Worcester Pet Feb 5 Ord Feb 5
SIMCOX, BENJAMIN, West Bromwich, Dairyman West Bromwich Pet Feb 3 Ord Feb 3
THICK, CHARLES, Shepton Mallet, Fishmonger Wells Pet Feb 5 Ord Feb 5
THORNTON, JOHN, Cleckheaton, Yorks, Machine Maker Bradford Pet Jan 14 Ord Feb 5
TIBBETTS, THOMAS ADAMS, Cradley Heath, Staffs, Maltster Dudley Pet Feb 2 Ord Feb 2
TONKYN, ARTHUR, St Columb, Cornwall, Baker Truro Pet Feb 5 Ord Feb 5
WALKER, JAMES, South Shields, Boot Maker Newcastle on Tyne Pet Feb 3 Ord Feb 3
WARD, PHILIP, Wolverhampton, Plasterer Wolverhampton Pet Jan 29 Ord Feb 3
WILLIAMS, GEORGE, Llandudno Bangor Pet Feb 3 Ord Feb 4

## ADJUDICATION ANNULLED.

GOADBY, SAMUEL, Leicester, Warehouseman Leicester Adjud Sept 4, 1888 Annul Jan 29

*All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.*


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